

**Collective Agreement**

**between**

**Concordia University**

**and**

**The Concordia University Faculty Association**

**Begins:**

**06/01/1989**

**Terminates:**

**05/31/1992**

**05254 (03)**

## NUMERICAL INDEX

ARTICLE		PAGE
1	Preamble.....	1
2	Definitions.....	2
3	Recognition.....	3
4	Jurisdiction.....	3
5	<b>Management Rights</b> .....	3
6	<b>Academic Freedom</b> .....	4
7	<b>Non-Discrimination Confidentiality and Conflict</b> Of Interest.....	5
8	fights of the Association.....	6
9	<b>Excluded positions</b> .....	11
10	<b>Correspondence and Information</b> .....	12
11	<b>Liaison Committee</b> .....	12
12	<b>Appointment of Faculty</b> .....	13
13	<b>Appointment of Librarians</b> .....	20
14	<b>Reappointment and Promotion of Faculty</b> .....	25
15	<b>Reappointment and Promotion of Librarians</b> .....	33
16	<b>Duties and Responsibilities of Faculty</b> .....	42
17	<b>Duties and Responsibilities of Librarians</b> .....	46
18	<b>Tenure for Faculty</b> .....	48
19	<b>Tenure for Librarians</b> .....	62
20	<b>Performance Evaluation</b> .....	70
21	<b>Appeals</b> .....	76
22	<b>Grievance and Arbitration</b> .....	81
23	<b>Personnel Files</b> .....	87
24	<b>Outside Professional Activities</b> .....	89
25	<b>Reduced-time Appointments</b> .....	90
26	<b>Sabbatical Leave</b> .....	93
27	<b>Patents and Copyrights</b> .....	97
28	<b>Resignation</b> .....	102
29	<b>Dismissal and Other Disciplinary Measures</b> .....	102
30	<b>Statutory and Non-Statutory Holidays</b> .....	105
31	<b>Vacation</b> .....	106
32	<b>Leave Without Pay</b> .....	107
33	<b>Court Leave</b> .....	108
34	<b>Political Leave</b> .....	108
35	<b>Parental Leave</b> .....	110
36	<b>Compassionate Leave</b> .....	114
37	<b>Sick Leave</b> .....	114
38	<b>Retraining Leave</b> .....	115
39	<b>Salary Structure</b> .....	116
40	<b>Salaries</b> .....	119
41	<b>Benefits</b> .....	122
42	<b>Retirement</b> .....	125
43	<b>Transfer Within the University</b> .....	127
44	<b>Adjustments to Units for Academic Reasons</b> .....	128
45	<b>Financial Emergency</b> .....	132
46	<b>Notice of Temporary Closure</b> .....	139
47	<b>Strikes and Lock-Outs</b> .....	140
48	<b>Academic Unit Heads</b> .....	141
49	<b>Miscellaneous</b> .....	142
50	<b>Negotiation Procedures</b> .....	143
51	<b>Amendments to the Act of Incorporation</b> .....	143
52	<b>Copies of the Agreement</b> .....	144
53	<b>Duration and Retroactivity</b> .....	145

ALPHABETICAL INDEX

ARTICLE		PAGE
6	<b>Academic Freedom</b> .....	4
48	<b>Academic Unit Heads</b> .....	141
44	<b>Adjustments to Units for Academic Reasons</b> .....	128
51	<b>Amendments to the Act of Incorporation</b> .....	143
21	<b>Appeals</b> .....	76
12	<b>Appointment of Faculty</b> .....	13
13	<b>Appointment of Librarians</b> .....	20
41	<b>Benefits</b> .....	122
36	<b>Compassionate Leave</b> .....	114
52	<b>Copies of the Agreement</b> .....	144
10	<b>Correspondence and Information</b> .....	12
33	<b>Court Leave</b> .....	108
2	<b>Definitions</b> .....	2
29	<b>Dismissal and Other Disciplinary Measures</b> .....	102
53	<b>Duration and Retroactivity</b> .....	145
16	<b>Duties and Responsibilities of Faculty</b> .....	42
17	<b>Duties and Responsibilities of Librarians</b> .....	46
9	<b>Excluded positions</b> .....	11
45	<b>Financial Emergency</b> .....	132
22	<b>Grievance and Arbitration</b> .....	81
4	<b>Jurisdiction</b> .....	3
32	<b>Leave Without Pay</b> .....	107
11	<b>Liaison Committee</b> .....	12
5	<b>Management Rights</b> .....	3
49	<b>Miscellaneous</b> .....	142
50	<b>Negotiation Procedures</b> .....	143
7	<b>Non-Discrimination, Confidentiality and conflict of Interest</b> .....	5
46	<b>Notice of Temporary closure</b> .....	139
24	<b>Outside Professional Activities</b> .....	89
35	<b>Parental leave</b> .....	110
27	<b>Patents and Copyrights</b> .....	97
20	<b>Performance Evaluation</b> .....	70
23	<b>Personnel Files</b> .....	87
34	<b>political Leave</b> .....	108
1	<b>Preambles</b> .....	1
14	<b>Reappointment and Promotion of Faculty</b> .....	25
15	<b>Reappointment and Promotion of Librarians</b> .....	33
3	<b>Recognition</b> .....	3
25	<b>Reduced-time Appointments</b> .....	90
28	<b>Resignation</b> .....	102
42	.....	125
38	<b>Retraining Leave</b> .....	115
8	<b>Rights of the Association</b> .....	6
26	<b>sabbatical Leave</b> .....	93
40	<b>Salaries</b> .....	119
39	<b>Salary Structure</b> .....	116
37	<b>Sick Leave</b> .....	114
30	<b>Statutory and Non-Statutory Holidays</b> .....	105
47	<b>Strikes and Lock-Outs</b> .....	140
18	<b>Tenure for Faculty</b> .....	48
19	<b>Tenure for Librarians</b> .....	62
43	<b>Transfer Within the University</b> .....	127
31	<b>Vacation</b> .....	106

## **ARTICLE 1**

### **PREAMBLE**

1.01 The parties recognize that the goals of the university are to attain the highest possible standards of academic excellence in the pursuit and dissemination of knowledge, to be achieved principally through teaching, research and community service, and to maintain a strong tradition of both full-time and part-time higher education and to preserve a high standard of education and service to the Montreal community. All other functions at Concordia University exist to support this central academic purpose.

The parties agree to cooperate in the promotion of teaching and research and to encourage a climate of freedom of speech and enquiry, responsibility and mutual respect in the pursuit of these goals. A university environment characterized by freedom of speech and enquiry is required for the faculty members and librarians to fulfill their responsibilities. Freedom of speech guarantees the open exchange of ideas; freedom of enquiry guarantees the open investigation and interpretation of ideas. Academic freedom also implies academic responsibility; respect for the opinions of others, fairness in expounding differing points of view, encouragement of critical thinking in students, and careful attribution of publicly expressed views as one's own.

1.02 It is the purpose of this collective agreement to foster and maintain harmonious relations within the university community and to provide an amicable and effective means for settling differences which may arise from time to time between the Employer and members of the bargaining unit.

## ARTICLE 2

### DEFINITIONS

- 2.01 **'Concordia University'** means a body politic and corporate, duly incorporated in accordance with the laws of the Province of Québec, and comprises the institutions known formerly as Loyola college and Sir George Williams University.
- 2.02 **'University Community'** means all full-time and part-time employees, all retired employees, all full-time and part-time students, all graduates and all members of the Board of Governors.
- 2.03 **'Association'** or **'C.U.F.A.'** means the Concordia university Faculty Association, certified as the exclusive bargaining agent for the full-time faculty and librarians of the University.
- 2.04 **'Member'** means a person included in the bargaining unit, as defined in the accreditation certificate.
- 2.05 **'Employer'** means the body politic and corporate known as Concordia university, which is represented by the Board of Governors, the Rector, the Vice-Rectors, the Academic Deans, the Director of Libraries and any such persons excluded from the bargaining unit who are authorized to act on behalf of the University.
- 2.06 **'Parties'** means the Employer and the Association.
- 2.07 **'Days'** means working days, i.e., Monday through Friday excluding holidays.
- 2.08 **'Academic year'** means a period of twelve (12) months from June 1 to May 31.
- 2.09 **'Director'** means one of the following:
- i) **Director of Libraries**, as authorized agent of the Employer relating to all librarian members under the jurisdiction of the Director of Libraries; or
  - ii) **Dean of Fine Arts**, as authorized agent of the Employer relating to all librarian members under the jurisdiction of the Dean of Fine Arts; or
  - iii) **Director of Guidance Services**, as authorized agent of the Employer relating to all librarian members under the jurisdiction of the Director of Guidance Services.

**The role of the Director**, as defined above, relates to librarian members under her or his jurisdiction.

### **ARTICLE 3**

#### **RECOGNITION**

- 3.01 For the purpose of negotiation and application of the collective agreement the Employer recognizes the Association as the only official representative and the only negotiating body for the faculty and librarians covered by the certification issued by the Ministère du travail et de la main-d'oeuvre on January 20, 1981.

### **ARTICLE 4**

#### **JURISDICTION**

- 4.01 This collective agreement applies to all members covered by the Certification issued by the Ministère du travail et de la main-d'oeuvre on January 20, 1981.
- 4.02 A member on leave or on reduced-time appointment shall continue to be a member of the bargaining unit.

### **ARTICLE 5**

#### **MANAGEMENT RIGHTS**

- 5.01 The Association acknowledges the right and the responsibility of the Employer to operate and manage Concordia University.
- 5.02 The Employer acknowledges its responsibility to exercise its managerial functions in a manner that is fair and reasonable, and subject to the provisions of this collective agreement.

## ARTICLE 6

### ACADEMIC FREEDOM

- 6.01 **The purpose** of academic freedom is to provide security for fundamental academic values.

A university **environment** characterized by freedom of speech and of enquiry is required by the members to carry out the university **purpose**. Freedom of **speech** guarantees the university as an **open** forum for the exchange of ideas; freedom of **enquiry** **guarantees** the university's commitment to the **open investigation** and **interpretation** of ideas. **Importantly**, academic freedom carries with it the obligation to use that freedom in a responsible way **through respect** for the opinion of others, fairness in **setting** forth contending points of **views**, and **encouragement** of **informed**, independent **conclusions** on the students part.

The **commitments**, rights, and responsibilities of **members** involve three major related roles: to participate in the search for basic truths, and to communicate **openly the results** of this search; to **develop** creative scholarship in specific disciplines, within which the **students** participate in the **process** of rational **enquiry**; to encourage where **feasible** the generalized application of **scholarship** and research to the benefit of the university **community** and the **common good** of society.

Members are entitled to freedom, without any form of institutional **ensorship**, to disseminate their knowledge both inside and outside the classroom, to **conduct** research which they believe will **enhance knowledge** and to communicate the results of **such research**.

Members **are** entitled to exercise their political **rights** provided they **respect** their obligations to the Employer specified in the collective agreement.

**ARTICLE 7**

**NON-DISCRIMINATION, CONFIDENTIALITY AND CONFLICT OF INTEREST**

This University subscribes to the principles of natural justice.

- 7.01 2/1 The parties agree that there shall be no discrimination, interference, restriction, coercion or unfair distinction **exercised** directly or **indirectly** or practiced with respect to any **member** in regard to any matter. In particular there shall be no discrimination, interference, restriction, coercion or unfair distinction by reason of age, race, **creed**, colour, national or ethnic origin, political or religious affiliation or belief, gender, ~~sexual~~ orientation, marital status or family relationship, ~~membership~~ in the Association or the exercise of a right **conferred** by **this** agreement or the law in regard to **salary**, rank, appointment, reappointment, promotion, tenure, sabbatical, or fringe benefits.
- 7.02 The parties agree that the employment or assignment of physically **handicapped** or disabled **persons** shall not be restricted provided that such disability does not interfere with their ability to **perform** necessary **job** requirements.
- 7.03 **The** parties agree that the Faculty **members**, Librarian **members**, and **Administrators** shall, in the **course** of their professional duties and responsibilities, make every effort to avoid situations of conflict of interest and shall respect confidentiality.



**ARTICLE 8**

**RIGHTS OF THE ASSOCIATION**

- 8.01 *2/1* As a condition of employment all members of the bargaining unit shall remit to the Association all dues required by the Association to be paid. **Such dues are to be submitted** at the time members are required to pay such dues.
- 8.02 Membership in the Association is open to all those included in the bargaining unit, although membership shall not be a condition of employment.
- 8.03 The Employer shall inform each newly hired employee who is a member of the bargaining unit of the provisions of 8.01 and 8.02.
- 8.04 *1/5* The Employer shall deduct an amount equal to the dues established by the Association from the salary of each member of the bargaining unit whether or not that person is a member of the Association.
- 8.05 The Association shall notify the Employer in writing of the amount of the dues and any change thereof with its effective date. The Employer shall make the deductions and the necessary changes within thirty (30) days following said notice.
- The Employer shall deposit the monies deducted during each bi-weekly pay period directly to the account of the Association at the branch of the bank which the Association has designated and, within fifteen (15) days of each pay period, shall forward an alphabetical listing of the names of those from whom the deductions have been made, and the amount of those deductions.
- 8.06 A member who expresses to the Association religious or conscientious objections to the paying of dues to a union, and whose objections are accepted by the Association, may have a sum equivalent to the dues deducted and remitted on the member's behalf to a charitable organization chosen by the member from a list mutually agreed upon between the Employer and the Association.
- 8.07 a) Within thirty (30) days of the signing of the collective agreement and thereafter every September 30, during the period that this Agreement remains in effect, the Employer shall supply the Association with a complete list of members included in the bargaining unit for the current year. This list shall include for each member

the full name, date of birth, sex, library position, department, faculty, rank, terminal degree and date of terminal degree, date of initial appointment, years of service, years in rank, date of most recent promotion, base salary, appointment status (tenured, probationary, limited term, or research), leave status, home address and home telephone number.

- b) **Three** (3) times a year (July 31, October 31, February 28), the Employer shall notify the Association of any changes in the information cited above. The Association shall also be notified within the month of the commencement of employment of any new employee appointed to a position within the bargaining unit, along with all the information cited above.
- c) The information provided in 8.07 a) is confidential and is provided to the Association as information to be used for aggregate studies unless authorized otherwise by the members. The Association will only use home address and home telephone number information to contact the members and agrees to keep them confidential.

8.08 The Employer shall send the Association a copy of the following documents:

- a) the agenda, minutes and attached documents of any open meeting of the Board of Governors at the same time as such documents are mailed to the Board, or immediately after the meeting if they were distributed at the meeting;
- b) the annual audited statements of the university within ten (10) days of approval by the Board of Governors;
- c) the annual audited statements of the pension plan and the annual actuarial valuation of the pension plan approved by the Benefits Committee and the Board of Governors within ten (10) days of their approval;
- d) a list of all probationary and tenured positions, both filled and vacant as of June 1, by October 31st each year;
- e) contracts for all new tenured academic and library appointments, all new and existing probationary appointments, all limited term appointments, all new reduced time appointments and all new contracts for research appointments, within ten (10) days of receipt of these signed contracts;

- f) a list of all members who have agreed to take gradual or early retirement; including information about all payments to the member by July 31st of each year;
  - g) a list of all stipends received by members, specifying the name of the member, the amount of the stipend received, and the reason for the stipend, by September 30th each year;
  - h) a list of all special Adjustments made to members' salaries during the previous academic year by July 31 of each year, together with the reason for each adjustment;
  - i) all correspondence concerning the interpretation of this collective agreement sent by the Employer to Department Chairs/Division Heads, or to Deans/Directors and other administrative personnel, at the same time as it is sent;
  - j) all correspondence sent by the Employer to a group of members or the entire membership concerning the application of the collective agreement, at the same time as it is sent;
  - k) all advertisements for academic positions, at the same time as they are placed;
  - l) information concerning the operating budget of the University approved by the Board of Governors, and the Règles budgétaires et calculs des subventions de fonctionnement aux universités du Québec.
- 8.09 The Association shall provide the Employer with a list of its officers and representatives, and inform the Employer of any change to the list within ten (10) days.
- 8.10 The Employer shall allow the Association use of meeting rooms free of charge, sufficiently large to hold meetings. The rooms shall be reserved according to normal university procedures.
- 8.11 The Employer shall continue to provide the Association with the office space it now occupies on both campuses.
- 8.12 A reasonable number of telephones for use by the Association shall be connected to the university's telephone system and listed in the Internal Telephone Directory. The cost of telephone service shall be borne by the Association.

- 8.13 **The Employer** shall provide **free** of charge to the Association, the usual departmental services of internal mail, payroll, cleaning and security.
- 8.14 Subject to availability the Employer shall allow the Association to use the university reproduction services and audio-visual **equipment** at **normal** internal university rates. **Computer** time shall be available to the Association at no charge up to the first **\$100.00** per month as calculated using **the normal external rate**.
- 8.15 The Employer agrees to provide the Association with twenty **(20)** bulletin boards to be **placed in** areas **chosen** by mutual **agreement** of the Association **and** the Employer.
- 8.16 a) **The Association** undertakes that its officers and **members** shall organize their Association-related activities in **such a manner** as not to interfere with the normal **performance** of their university duties.
- b) To facilitate the work of the Association, the Employer agrees to assign **fifteen** (15) **three** (3) credit **course** remissions to the Association **each** academic year. An additional six **(6)** **three** (3) credit **course** remissions are available for use by the Association at its discretion **during** the life of this collective agreement.  
(For the benefit of the librarians in the exercise of this clause, **one** (1) **three** (3) credit course equals twenty (20) working **days** per year. Appropriate replacements shall be provided for librarians).
- c) It is understood that course remissions not used by the Association may be carried forward into future years. This provision is **subject** to the condition that **members must** use such remissions within the period for which they **are** allocated, or **not** later than one (1) year subsequent, or two **(2)** years with the agreement of the **appropriate Dean** or the Director of Libraries.
- d) In addition to the remissions outlined in 8.16 b), the Employer agrees to provide one (1) **three** credit **course** remission per year for each **member** of the Joint **Employment Equity Committee** to a maximum of three (3) **three** credit course remissions.
- e) **Should** the Association require additional course remissions, it shall be entitled to **purchase** up to ten **(10)** three credit **course** remissions during the life of this collective **agreement**.

C3  
K-1

- f) All such remissions **are made** subject to the condition that the appropriate **Vice-Rector** be informed by the Association of **their** use with sufficient notice to permit **proper** assignment of duties. The Vice-Rector shall inform the **Dean/Director** of the remissions **assigned** by the Association and ensure that duties are modified **accordingly**.
- 8.17 Both parties acknowledge the provision of the **Québec Labour Code 1(L)(2)** whereby **those members elected** to the Board of **Governors retain** the rights and responsibilities of being an employee in the bargaining unit. **Moreover**, no member shall be **excluded** from the Board of **Governors** because of that person's activities in the Association.
- 8.18 **The Association shall have the right to invite representatives of CAUT or FAPQ as well as any legal counsel or advisors to enter the university for purposes of consultation. such representatives and counsel shall have access to CUFA offices for such consultation.**
- 8.19 **Service to the Association shall be considered as service to the university and the community as per 16.01 c) and 17.01 d). As such it shall be considered as a factor in the evaluation of performance.**
- 8.20 a) **The Employer agrees not to reduce, for the duration of this collective agreement, the total number of probationary and tenured positions (see 12.03 and 13.03) in place as of May 31, 1989, except as provided for in this collective agreement.**
- b) **It is further agreed that the number of unfilled positions shall not exceed ten percent (10%) of the total number of positions in any given year. Should the number of unfilled positions exceed the said ten percent (10%) in any academic year, the Employer agrees to calculate the salary associated with these unfilled positions in excess of ten percent (10%), and to contribute this amount in support of Concordia University graduate fellowships and undergraduate entrance scholarships. For the purposes of this clause the salary associated with each unfilled position in excess of the said ten percent (10%) shall be the average salary for the entire membership.**
- c) **Should a position remain unfilled for a period longer than eighteen (18) months, the Employer shall provide a detailed explanation to the Association.**

- d) Should a position remain unfilled for a period exceeding twenty-four (24) months, the Employer agrees to contribute the twenty-four (24) months salary associated with that position for the hiring of limited term appointment visiting scholars or for scholarships, the choice to be made by the Dean in consultation with the Chair of the Department where the vacancy exists. For the purposes of this clause, the salary associated with each unfilled position shall be the average salary for the entire membership.
- 8.21 Members electing to take the gradual retirement option (Article 42) shall be counted as holding a full-time position for the purposes of Article 8.20 a).
- 8.22 Members holding a Reduced-Time Appointment (Article 25) shall not be counted as holding a full-time position for the purposes of Article 8.20 a).

## ARTICLE 9

### EXCLUDED POSITIONS

- 9.01 A member who is appointed to a position excluded from the bargaining unit shall cease membership of the Association and discontinue paying dues for the duration of the appointment, providing the appointment is for more than thirty-one (31) calendar days. Persons appointed to the rank of Associate Vice-Rector, Academic Dean, Vice-Rector or Rector normally will be replaced in their academic unit by a full-time appointment. Appropriate replacements shall be provided for other excluded positions. Members appointed to excluded positions shall maintain their research and scholarly activity. At the termination of the appointment to an excluded position, the member shall automatically become eligible for Association membership, shall commence paying dues, and shall have all the rights and privileges as if membership had been continuously held throughout the period of appointment to the excluded position.
- 9.02 Those and only those excluded administrators who held faculty or librarian positions at Concordia university prior to, or at the time of, their administrative appointment shall, at the termination of the administrative appointment, become eligible for Association membership, shall commence paying dues, and shall have all the rights and privileges as if membership had been continuously held since the date of their appointment to their current faculty or librarian position at Concordia University.

**ARTICLE 10**

**CORRESPONDENCE AND INFORMATION**

- 10.01 A copy of all correspondence passing between the Association and the Employer shall be sent to the Labour Relations Office of the Employer and the Secretary of the Association.
- 10.02 Internal mail shall be deemed the adequate means of communication unless otherwise specified in the collective agreement.

**ARTICLE 11**

**LIAISON COMMITTEE**

- 6/1
- 11.01 The Liaison Committee composed of three (3) persons appointed by the Employer and three (3) persons appointed by the Association shall continue to meet as necessary, at the written request of either party, upon ten (10) days notice, to discuss matters of concern to either party.
- 11.02 The Liaison Committee shall attempt to maintain a spirit of co-operation and mutual respect; to facilitate good working relationships between the Employer and the Association; to seek the timely correction of conditions which may give rise to ~~mis~~ understandings, and to be a forum for the exchange of information.
- 11.03 The parties agree to exchange lists of those matters they wish discussed three (3) days before the scheduled time of the meeting.
- 11.04 This Committee may make recommendations and shall make a report to the Association and the Employer as a result of its discussions; however, it does not have the power to alter or amend the collective agreement.
- 11.05 Matters that are being dealt with by the grievance and arbitration procedure shall not be the subject matter of these meetings.

## ARTICLE 12

### APPOINTMENT OF FACULTY

#### 12.01 APPOINTMENTS

The principal criteria for appointments are academic and professional excellence.

To ensure that positions at Concordia university are granted to the most highly qualified **candidates** and to ensure **accessibility** to **Canadians**, all **such** positions shall be **advertised** prior to the consideration of **candidates**.

'Canadian' means citizen of Canada, or one who on the date of application for a position at Concordia University is a landed immigrant, or holds a ministerial permit as a consequence of being a refugee or being prohibited from applying for permanent resident status.

Those defined as Canadian at the time of application for a faculty position shall be given first consideration and, all things being equal, shall be given priority.

Concordia university is committed to employment equity and to act upon the problem of under-representation of female faculty members. It is self-evident that under-representation is any percentage that falls below fifty percent (50%) of faculty positions in any given department; consequently, it is the goal of Concordia University to achieve equal representation in all departments. However, for the purposes of this article 'under-represented' describes situations in which the percentage of women holding tenured or probationary appointments in a department falls below availability of suitable candidates as determined by Statistics Canada.

Within the six (6) months following the signing of the collective agreement the Employment Equity office shall determine, based on the availability analysis of 1988-89 data, what constitutes adequate representation of women in each discipline and rank.

A Joint Employment Equity Committee (JEEC) composed of three (3) persons shall be established to ensure that fair hiring practices are observed for librarian and faculty members within the University. One (1) committee member shall be appointed by the Association and one (1) committee member shall be appointed by the Employer. A third committee member shall be agreed upon by these two appointees. In addition, the Employer and the Association shall each appoint one (1) alternate.



In departments where women are under-represented the DPC, in consultation with the JECC, the Employment Equity office and the Dean, shall establish objectives for the hiring of women over the next two (2) years and an action plan which outlines the steps to be followed to maximize the likelihood of attracting applications from qualified women candidates and ensuring their fair consideration in the hiring process. The action plan shall be forwarded for review to the JECC no later than six (6) months after the signing of this Collective Agreement. The JECC shall forward the action plans and its reports to the Vice-Rector, Academic within four (4) months of receipt of the plans.

If departmental personnel committees have no women members, the action plan may include a provision to invite a tenured female faculty member to serve as a non-voting participant on the DPC only for hiring purposes.

In departments in which women are under-represented, all things being equal, women candidates shall be given priority.

12.02

#### APPOINTMENT PROCEDURES

- 27  
2/4
- a) Positions shall be advertised both internally and in various appropriate publications that shall include the **CAUT Bulletin** whenever publication schedules permit. The advertising copy shall be sent to the Association and the JECC by the Dean, within ten (10) working days of its placement. The qualifications relevant to each vacant position shall be clearly stated.
  - b) All advertisements must refer to Concordia University's commitment to Employment Equity.
  - c) The definition of vacant positions must be approved by the Vice-Rector Academic.
  - d) Following authorization to fill a vacant position, the Department Chair, shall place advertisements through the designated university office, co-ordinate the receipt of applications, arrange for a departmental review of the candidates for the position, and forward the dossiers of all the candidates to the Dean, along with the recommendation.

Normally, at least thirty (30) days shall elapse between the publication of the advertisement and the forwarding of the dossiers and the DPC recommendation by the chair to the Dean.

If a position is not attached to a specific department, a **committee** of at least three (3) **members** of the **bargaining unit** shall be established by the appropriate **Dean** to *serve* in lieu of a **departmental committee**.

- e) All **candidates** for a position shall be considered at the **departmental level**. A **recommendation** for appointment shall emanate from the **Chair** of the Department (*see* 14.01.1). **Where** there is a disagreement **between** the **Chair** of the department and the DFC, the DFC may also submit a **recommendation** to the **Dean**.

**In all cases**, the DFC shall **prepare** a list of all **criteria** used to establish a short-list of candidates and **must** submit with its **recommendation** a reasoned **report** outlining its **procedures** and justifying its selection.

- f) Within five (5) **days** of receipt of the **recommendation** as per 12.02 e) the **Dean** shall forward the dossier to the JEEC for review.
- g) Within five (5) **days** of receipt of the dossier as per 12.02 f) the JEEC will **return** the dossier to the **Dean** **together** with its **comments**.
- h) Following the procedure in 12.02 g) the **Dean** shall forward the dossier, the **JEEC** report and a **recommendation** for appointment to the **Vice Rector Academic** at a rank, **salary**, term, and conditions of appointment (giving due consideration to the candidate's academic qualifications, **experience**, publications, and other credentials) which have been negotiated with the **candidate**. A copy of this **recommendation** shall be sent at the **same** time to the **JEEC**.
- i) Appointments are made by the **Vice-Rector Academic**, who shall issue a letter of appointment which shall include the duration of the appointment, rank and **salary**. A copy of this letter shall be sent to the Association at the **same** time.

#### 12.03 **RANKS AND CATEGORIES OF APPOINTMENT**

**All** appointments under this collective agreement shall be made in the following ranks: Lecturer, Assistant Professor, Associate Professor, Professor.

Appointments shall be made in one (1) of the following categories:

8/13/60

- a) **probationary** appointment - an appointment of at least **one (1)** and up to two (2) academic years, during which the performance of the appointed person shall be reviewed. This appointment is for a tenure-track position;
- b) **tenured** appointment - an appointment without term, which may be terminated **only under** the provisions of this collective agreement;
- c) **limited term** appointment - a sessional appointment which carries no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for tenure;
- d) **research** appointment - an appointment funded wholly or in part by external sources which carries the title of Research Assistant Professor, Research Associate Professor, or Research Professor. Initial appointments are for a fixed duration of up to **three (3)** years. Following each positive evaluation in accordance with Articles 14 and 20, persons holding research appointments may be reappointed, subject to the availability of funding and consistent with the conditions of the external source(s) of funding. The total duration of such appointments will not normally exceed five (5) years.

12.04 **LIMITED TERM APPOINTMENTS**

- a) Contractually limited term appointments shall be made only for one (1) of the following purposes:
  - i) to appoint a suitably qualified person to replace a **faculty member** who is on leave;
  - ii) to appoint an established scholar or authority in a discipline as a visiting lecturer or professor;
  - iii) to fill an **open tenure-track** position on a temporary basis when there is no candidate who meets the advertised requirements;
  - iv) to respond to specific teaching, research, scholarly or creative needs of limited duration which, for sound academic or **budgetary** reasons, should not result in a tenured or probationary appointment.

- b) All first-time and, should the **requirements** of the position change, **subsequent** limited term appointments shall be made in compliance with the **appointment procedures** specified in Articles 12.01, 12.02, and 12.03.
- c) **The** letter of appointment shall state the length, **rank, salary,** terms and conditions of appointment with specific reference to the clause in Article 12.04 **a)** which applies.
- d) **Persons** with a limited term appointment shall have duties and responsibilities as specified in Article 16.
- e) No limited term appointment shall exceed two (2) years.
- f) **A person may have no more** than four (4) limited term appointments, **totalling no more** than four (4) **years,** in any period of ten (10) years beginning **June 1, 1989.**
- g) **Persons who** are offered a second consecutive or subsequent limited term appointment **in** accordance with Article 12.04 f), **must** be informed of such an offer by the **Vice-Rector (Academic)** at **least** two (2) months before the **end** of their contract.
- h) A person with a limited term appointment, upon application, shall be considered for any open tenure-track position in the department. If a person with a limited term appointment **secures** a tenure-track position, the **years** of service accumulated on an LTA appointment shall be used in the context of promotion and tenure, if that person **so requests.**
- i) **Persons** with limited term appointments are subject to all provisions of this collective agreement except the articles dealing with Reappointment and Promotion (Article 14), **Tenure (Article 18),** Performance Evaluation (Article 20), and Salaries (Articles 39 and 40, with the exception of the salary floors, 39.01).
- j) **Notwithstanding** Article 12.04 i) above, persons with a limited **term** appointment that is longer than twelve (12) months shall be eligible for salary adjustments **in** accordance with Articles 20, 39 and 40.
- k) 1) **Notwithstanding** the provisions of Articles 12.04 e), f), g), and i), **persons who** have held limited term appointments for at least five (5) consecutive years as of May 31, 1991 are entitled to **similar** appointments for the next **four (4) years,** **subject** to satisfactory **performance** evaluation according to

Article 14.04 and provided work is available for which they are qualified. The Association and the Employer shall agree to a list of members who qualify under this clause.

- ii) Subject to satisfactory performance evaluation following the process provided for in Article 14.04, the persons described in 12.04 k i) shall have their entitlements renewed every four (4) years provided work is available for which they are qualified.
- iii) Persons with this form of appointment are subject to all provisions of this collective agreement except the articles dealing with Promotion (Article 14.03 and 14.05) and Tenure (Article 18).

12.05 **RESEARCH APPOINTMENTS**

- a) When the availability of external funding creates an opportunity to enhance the research objectives of a department or research centre, the Vice-Rector, Academic, may make in accordance with Article 12.02, research appointments, as defined in Article 12.03. Such appointments may also require the approval of the source of external funding.
- b) Persons holding research appointments at a given rank shall have research qualifications which are at least equivalent to those required of probationary or tenured faculty members holding the same rank.
- c) Persons holding research appointments are subject to all provisions of this collective agreement with the following exceptions: Article 18 (Tenure), and, unless the source of external funding agrees otherwise, Article 32 (Leave Without Pay) and Articles 35.16 and 35.17 (Parental Leave).
- d) The duties and responsibilities of a person holding such an appointment under Article 16 shall reflect the fact that the person's principal obligation is to carry out research.
- e) The Vice-Rector Academic shall advise each person holding a research appointment of the availability of a tenure-track position in his/her field to which this person could be appointed. Written notification to this effect will be sent during the first month of the final year of the person's last research contract.

- f) persons holding research appointments who apply for a tenure-track position will be considered in the usual way following the **procedures** of Article **12.02**.
- g) If a person obtains a tenure-track position and if the person **has** taught at **least ten (10) courses** on research appointments, **the accumulated** service shall count for *mandatory* tenure consideration. For persons **who** have taught *between* five **(5)** and **nine (9) courses** the **accumulated** service shall also count for mandatory tenure consideration, **but**, Article **18.10** notwithstanding, such persons are not eligible for mandatory tenure consideration until **they** have completed at least one **(1) year** of probationary appointment. For persons **who** have taught ~~fewer~~ than five **(5) courses**, the requirement is that **they complete** at **least two (2) years** of their probationary appointment.
- h) Any inconsistencies between the terms of this collective agreement and the **terms** and conditions of the source(s) of ~~external~~ funding for research appointment shall be reconciled by agreement in writing between the Association and the **Employer**.

## **ARTICLE 13**

### **APPOINTMENT OF LIBRARIANS**

#### **13.01 APPOINTMENTS**

The principal criteria for appointment are academic and professional excellence.

To ensure that positions at ~~C~~oncordia University are granted to the most highly qualified candidates and to ensure accessibility to Canadians, all such positions shall be advertised prior to the consideration of candidates.

'Canadian' means citizen of Canada, or one who on the date of application for a position at Concordia University is a landed immigrant, or holds a ministerial permit as a consequence of being a refugee or being prohibited from applying for permanent resident status.

Those defined as Canadian at the time of application for a position as professional librarian shall be given first consideration and, all things being equal, shall be given priority.

To be appointed as a professional librarian an individual shall have an appropriate bachelor's degree and an MLS from a graduate CLA or ALA accredited library science program, or a BLS and appropriate experience, or approved equivalent training acceptable for membership in the Corporation of Professional Librarians of Québec.

#### **13.02 APPOINTMENT PROCEDURES**

Appointments are made by the Vice-Rector Services on the recommendation of the appropriate Director/Dean.

Reasonable efforts shall be made to fill vacancies promptly. Should the decision be made not to fill a vacant position, the Vice-Rector Services shall inform the Association of the reasons for this decision.

The following procedures shall apply when the filling of a vacant position has been authorized by the Vice-Rector services.

- a) As soon as possible after a position becomes vacant, the Vice-Rector Services shall authorize the establishment of an appropriate ad hoc Advisory Selection Committee, a body representative of the constituencies affected by the vacant position.

- b) Within ~~twenty~~ (20) days of authorization to establish an Advisory Selection Committee an introductory meeting of the committee shall be called to review the posting, the required qualifications and general hiring procedures. Appropriate administrative personnel shall be invited to this introductory meeting.
- c) Composition of the Advisory Selection Committee: two (2) persons on the Advisory Selection Committee shall be full-time librarian members elected annually, by September 30th, (along with one (1) alternate) by all full-time librarian members. These elected members shall serve on any Advisory Selection Committees.  
  
In addition, two (2) persons on the Advisory Selection Committee shall be appointed by the appropriate Director/Dean to make it representative of the constituency to be served.
- d) The Advisory Selection Committee shall elect from its members a chair to coordinate the committee's activities.
- e) The Advisory Selection Committee shall supervise the advertising of the vacant position, receive applications and interview candidates for the position.
- f) An internal posting shall be made in all library departments and units not less than ten (10) days before the placing of an external advertisement so that internal candidates may be considered in accordance with Article 43.
- g) If there is no acceptable internal candidate, the vacancy shall be advertised as the Advisory Selection Committee deems appropriate. This may include notices to library schools and/or local newspapers and/or at least one of Feliciter, CAUT Bulletin, University Affairs. The advertising copy shall be sent to the Association within ten (10) working days of its placement. The qualifications relevant to each vacant position shall be clearly stated.
- h) The Advisory Selection Committee shall forward a written report, with reasons for recommending a candidate, to the appropriate Director/Dean as soon as possible.
- i) Within ten (10) days of receipt of the recommendation of the Advisory Selection Committee, the appropriate Director/Dean shall recommend an appointment to the



Vice-Rector Services at a rank, salary and terms of appointment (giving due consideration to the candidate's academic qualifications, experience, publications, and other credentials) which have been negotiated with the candidate.

- j) Appointments are made by the Vice-Rector Services, who shall issue a letter of appointment which shall include the duration of the appointment, the category and rank, the salary, and the Division to which the librarian will be assigned at the time of appointment.

13.03 **CATEGORIES OF APPOINTMENT AND RANKS**

All appointments under this collective agreement shall be made in one of the following categories of appointment and in one of the following ranks.

a) **Appointments**

- i) probationary appointment - an appointment for at least one (1) and up to two (2) years, during which the position and the performance of the librarian member shall be reviewed. This appointment is for a tenure-track position;
- ii) tenured appointment - an appointment without term, which may be terminated only under the provisions of this collective agreement;
- iii) limited term appointment - an appointment which carries no implication of renewal or continuation beyond the stated term and no implication that the appointee shall be considered for tenure.

b) **Ranks**

i) **Librarian I**

This is the beginning career level. It assumes little or no previous experience.

ii) **Librarian II**

This is the intermediate career level. It requires sufficient relevant experience (usually two years) as a librarian.

iii) Associate Librarian

This is the career level to which all librarians should aspire and have access. It requires proven ability to perform at a high professional level.

iv) Senior Librarian

This is the rank reserved for those who make outstanding contributions to the profession and/or academic community.

13.04 **LIMITED TERM APPOINTMENTS**

- a) Contractually limited term appointments shall be made only for one (1) of the following purposes:
  - i) to appoint a suitably qualified person to replace a librarian member who is on leave;
  - ii) to fill an open tenure-track position on a temporary basis when there is no candidate who meets the advertised requirements;
  - iii) to respond to specific service or operational needs of limited duration which, for sound academic or budgetary reasons, should not result in a tenured or probationary appointment;
  - iv) to appoint an authority in the field of library and information science as a visiting librarian.
- b) All first-time and, should the requirements of the position change, subsequent limited term appointments shall be made in compliance with the appointment procedures specified in Articles 13.01, 13.02, and 13.03.
- c) The letter of appointment shall state the length, rank, salary, terms and conditions of appointment with specific reference to the clause in Article 13.04 a) which applies.
- d) Persons with a limited term appointment shall have duties and responsibilities as specified in Article 17.
- e) Limited term appointments shall not be for a period longer than two (2) years.
- f) A person may have no more than four (4) limited term appointments, totalling no more than four (4) years, in any period of ten (10) years beginning June 1, 1989.

- g) persons who are offered a second consecutive or subsequent limited term appointment in accordance with Article 13.04 f), must be informed of such an offer by the Vice-Rector (Services) at least two (2) months before the end of their contract.
- h) A person with a limited term appointment, upon application, shall be considered for any open tenure-track position in the library. If a person with a limited term appointment secures a tenure-track position, the years of service accumulated on an LTA appointment shall be used in the context of promotion and tenure, if that person so requests.
- i) Persons with limited term appointments are subject to all provisions of this collective agreement except the articles dealing with Reappointment and promotion (Article 15), Tenure (Article 19), Performance Evaluation (Article 20), and Salaries (Articles 39 and 40, with the exception of the salary floors, 39.03).
- j) Notwithstanding Article 13.04 i) above, persons with a limited term appointment that is longer than twelve (12) months shall be eligible for salary adjustments in accordance with Articles 20, 39 and 40.

## ARTICLE 14

### REAPPOINTMENT AND PROMOTION OF FACULTY

#### 14.01 GENERAL CRITERIA

This article sets out general **criteria** for application on a university-wide basis. In addition, each Faculty Dean, after **appropriate** consultation, may adapt these criteria in a manner **appropriate** and reasonable to the particular academic area. In such a case the Dean shall **inform** all faculty members in writing, a reasonable period of time before *such* changes take effect.

The evaluation of full-time faculty shall be based upon the consideration of professional **competence** and potential for fulfilling **academic** responsibilities as defined in Article 16.

The evaluation of teaching shall be accomplished by the faculty member's colleagues in **accordance** with the procedures established for the **purpose**, on the basis of evidence which includes student **input**, and all *other* evidence of teaching effectiveness **brought** forward by the faculty member. The faculty member shall prepare a "teaching dossier" and is **encouraged** to consult the **guidelines** of the Canadian Association of university **Teachers** (The Teaching Dossier: A guide to its preparation and use. Revised Edition, 1986).

The evaluation of research shall depend primarily on the judgment of the faculty member's disciplinary **peers**, and shall be made on the basis of evidence of scholarship *such as* publications, exhibitions, **performances**, patents, copyrights, external recognition, grants, contracts and *other* awards, as presented by the faculty member in a "research portfolio".

The evaluation of **service** to the university and the community shall depend primarily on the judgment of the faculty member's colleagues, and shall take into account evidence of *such* activities as presented by the faculty member in a "service portfolio".

#### 14.02 EVALUATION FOR THE PURPOSE OF REAPPOINTMENT

An individual faculty member **who** is a candidate for evaluation for reappointment is **expected** to have fulfilled any special conditions in the **previous** contract.

The evaluation shall pay particular attention to the quality of the candidate's teaching and to the candidate's ability to carry out research.

Notwithstanding 12.03 (a), in the case of probationary appointments specifically indicated as made in a new program, the continuation of the position itself may be a criterion for renewal only within five (5) years of the year in which students were first enrolled in the program. The faculty member shall be so informed prior to appointment.

#### 14.03 EVALUATION FOR THE PURPOSE OF PROMOTION

Evaluation for the purpose of promotion shall pay particular attention to the following criteria and schedules:

##### Lecturer to Assistant Professor

A faculty member at the rank of Lecturer may apply for promotion to the rank of Assistant Professor in the year in which she or he completes the doctoral degree and/or other final qualifications appropriate to the discipline.

##### Assistant Professor to Associate Professor

The evaluation shall pay particular attention to ensure that there has been university teaching of appropriate scope which has been demonstrated over the years to be of good quality, and that the faculty member has demonstrated the ability to complete research of some significance. Candidates may request promotion in their fifth (5th) and subsequent years at the rank of Assistant Professor.

Notwithstanding the previous paragraph, a candidate may be considered for promotion to Associate Professor, upon request, in his/her fifteenth (15th) and subsequent years of service to the university if the faculty member has established a reputation as a very good teacher and has made a significant and sustained contribution to the university and community.

##### Associate Professor to Professor

In addition to the criteria for promotion to Associate Professor it shall be expected that the contribution to knowledge made by the faculty member be recognized as substantial by other experts in the candidate's field of research. Evidence of such recognition shall include evaluations by scholars who are Professors in the same discipline in other universities as well as, where appropriate, recognized experts in the discipline in other organizations. It is understood that such recognition is for superior academic achievement which, with rare exceptions, can be established only after a period of several years following

promotion to Associate Professor. Faculty members may request promotion in their seventh (7th) and subsequent years at the rank of Associate Professor.

Notwithstanding the previous paragraph, a faculty member may be considered for promotion to Professor if he or she is at least sixty (60) years of age, has established a reputation as a very good teacher, has maintained scholarship and has made a significant and sustained contribution for at least twenty (20) years to the university and the community.

#### 14.04 PROCEDURES FOR REAPPOINTMENT AND PROMOTION

##### 1. Evaluation at the Department Level

- a) Each department shall elect a Department Personnel Committee (DPC) which shall make recommendations about reappointment and promotion, as well as appointments (see Article 12) and performance review (see Article 20) of full-time faculty members.
- b) The committee shall be composed of at least three (3) full-time faculty members of the department (or from appropriate disciplines for departments with three (3) full-time faculty members or fewer) and may be composed of a larger number up to a maximum of 20% of the full-time faculty. The DPC shall elect its own Chair from among the elected members.
- c) The chair of the department shall be an ex officio member of the DPC, with vote. The Chair of the department shall aid the DPC by providing all relevant documentation as requested.
- d) In evaluating the teaching performance of a faculty member, the DPC shall take into account all evidence of teaching effectiveness brought forward in the candidate's teaching dossier (see 14.01), including student evaluations that should be conducted. The department shall approve a student evaluation questionnaire that may be used for this purpose.
- e) The DPC shall solicit and consider written submissions from other academic units with which the faculty candidate is associated.
- f) The chair of the department shall forward to the Dean the reasoned recommendation of the DPC, along with any minority report. The Chair of the department shall send copies of all recommendations which

stem from the departmental process to the candidate at the same time as they are transmitted to the Dean.

- g) When a faculty member is being considered for pramtion to Professor it is the responsibility of the Chair of the department, after consultation with the DPC and the candidate, to solicit confidential evaluations from recognized experts in the candidate's discipline outside the university.

These evaluations shall form part of the dossier to be forwarded to the Dean. Additional evaluations may be solicited by the Faculty personnel Committee (FPC), after consultation with the candidate, in which case the Dean shall inform the Chair of the department and the DPC.

In the case of promotions as outlined in the last paragraph of Article 14.03, letters of evaluation shall be from persons who can attest to the candidate's contributions to the university and the community.

- h) A faculty member may apply for promotion or may be nominated with her/his consent. If the candidate had not requested the pramtion, a refusal shall not appear in the candidate's personnel file.
- i) Requests for pramtion to the rank of Assistant or Associate Professor shall be submitted in writing to the Department Chair by January 31, in any given year.
- j) Requests for promotion to the rank of professor shall be submitted in writing to the Department chair by October 31 in any given year.
- k) Requests for reappointment shall be submitted in writing to the Department Chair by October 15 of the year preceding the expiry of the probationary or research appointment.

## 2. Review at the Faculty Level

- a) Each Dean shall review the recommendations with the Faculty Personnel Committee (FPC), which the Dean shall convene for this purpose. The Dean is an ex officio, non-voting member of FPC. This committee, having studied the candidate's dossier, shall vote

by secret ballot, and shall present its reasoned recommendations and a numerical record of the vote to the Dean in writing.

- b) Deans shall forward to the Vice-Rector Academic the recommendations of the FPC. The Deans shall either **endorse** these recommendations or forward *their own* reasoned recommendations as well, in the event that *they* are different. They shall attach **thereto** the reasoned recommendations and the report resulting from the evaluation at the department level. They shall also send a copy of all reasoned recommendations made at the Faculty level to the faculty member, the chair of the DPC and the department chair. In the case of promotion to Professor, Deans shall not make a separate recommendation.
- c) The FPC shall consist of four (4) full-time faculty representatives, elected in the following manner: the Association shall name a slate of a maximum of four (4) candidates from the Faculty; the Dean shall name a slate of a maximum of four (4) candidates from the Faculty; a Faculty-wide election shall be held.

Two (2) full-time faculty alternates shall be elected in the following manner: the Association shall name a slate of a maximum of two (2) candidates from the Faculty; the Dean shall name a slate of a maximum of two (2) candidates from the Faculty; a Faculty-wide election shall be held. Alternates are called to serve in alphabetical order.

- d) Effort should be made to ensure that the slate of candidates for the FPC is representative of the various disciplines in the Faculty.
- e) FPC representatives shall serve for terms of two (2) years, and may serve no more than two (2) consecutive terms.
- f) A quorum of FPC shall be three (3) of the elected representatives (except in the case of a decision unfavorable to the candidate, when all four (4) elected representatives must be present).



### 3. Review at the University Level

#### Responsibilities of the Vice-Rector Academic

It is the **responsibility** of the **Vice-Rector Academic** to make decisions **regarding contract renewal and promotion**, except promotion to Professor.

Every effort will be made to **communicate** all promotion decisions to the **member** by May 15 of the same academic year as the request for promotion. In all cases of denial of promotion or **contract non-renewal**, the Vice-Rector, **Academic** shall provide the candidate with a reasoned written report **setting out** the considerations which led to the refusal.

These decisions are **subject to appeal** in accordance with Article 21.

A full-time faculty **member** in a probationary appointment whose contract **terminates** at the end of the academic year, and who is not being offered reappointment for the following academic year, shall be so notified by the Vice-Rector **Academic**, with copies of the notification sent to the Chair of the **DPC**, the **Chair** of the department and the Faculty **Dean**. Notification must be made by registered **mail** or by **courier** delivery to the address of the person on **record** in the Faculty Personnel Office. If notification is by registered mail, the letter shall be mailed on or before December 15, or by the first **working day** thereafter if **December 15** falls on a Saturday or Sunday. If notification is by courier, the letter will be delivered no later than **December 20**. In the case of re-appointment, if the appeal provisions of Article 21 apply, no **contract** can be issued until the appeal, if **lodged**, has been decided.

#### 14.05 UNIVERSITY COMMITTEE ON PROMOTION TO PROFESSOR

The University Committee on Promotion to Professor (UCPP) shall be established, within thirty (30) days **of signing** of this agreement, to make decisions regarding promotion to Professor.

- a) The **membership** of UCPP shall be as follows: the Vice-Rector Academic, Faculty Deans and the **Dean** of Graduate Studies.
- b) **The** UCPP shall be chaired by the Vice-Rector Academic and shall establish its **own rules** of procedure, copies of which shall be sent to all Department chairs and the Association.
- c) **The** UCPP shall receive the full dossier which includes **any documents** originating from and responsive to procedures at the departmental and Faculty levels.

- d) The UCPP shall forward a **list** of those **promoted** to the Board of **Governors**. **The** affective date of the promotion is the **June 1st** following the application.
- e) **The Vice-Rector Academic** shall provide the candidate with a **copy** of the UCPP recommendation concerning his/her promotion. In the case of refusal, the Vice-Rector, **Academic** shall provide the candidate and the Department **Chair** with a **reasoned** written report.
- f) only the candidate may **appeal** the decision to the Appeal Committee on Promotion to **Professor**.
- g) **Notwithstanding** Article **21.04**, if the DPC and the FPC **each** vote by at **least** **seventy-five** percent (75%) of their full **membership** to **reject** a request for promotion to professor, consideration of such promotion shall be **terminated** with no right of **appeal**.

14.06 APPEAL COMMITTEE ON PROMOTION TO PROFESSOR

The Appeal Committee on Promotion to Professor (ACPP) shall be established within **thirty (30)** days of the signing of this agreement to hear appeals **regarding** promotion to Professor.

The membership of ACPP shall be as follows:

- a) Five (5) Professors, **one (1)** from the Faculty of Commerce and **Administration**, **one (1)** from the Faculty of Engineering and **Computer Science**, **one (1)** from the Faculty of **Fine Arts**, two (2) from the Faculty of Arts and Science, **each** representative to be elected by the full-time faculty members of the relevant Faculty.

**Elected** members shall serve for a period of **two (2)** years.

To provide for cases where a regular ACPP member is **unable** to **serve** (e.g. illness, conflict of interest, etc.) there shall be elected an **alternate** from the **same** faculty as the regular member, for **each** of the five (5) positions on the **Committee**.

- b) The ACPP members shall **choose** a chair from among their number.
- c) The appellant, the Department Chair, the **Dean** and/or Vice-Redor have **the** right to be heard by the ACPP. **The** appellant **has** the right to be **accompanied** or represented by a full-time faculty member as an advisor.

- d) **The ACPP shall receive the full dossier which includes any documents originating from and responsive to procedures at the departmental, Faculty and UCPP levels.**
- e) **Notices of intent to appeal must be sent to the Chair of the ACPP within twenty (20) days of the date of the written notification of the decision being appealed. The documented appeal must be sent to the Chair of the ACPP with a copy to the Vice-Rector Academic and the Association within twenty (20) days of the sending of the notice of appeal.**
- f) **Within these general guidelines, the ACPP shall establish its own rules of procedures, copies of which shall be sent to all Department chairs, all members of the UCPP and the Association.**
- g) **The decisions of the ACPP shall be binding. Reasoned decisions shall be provided to the appellant, the department chair, the Dean and the Vice-Rector Academic.**

14.07

The grievance and arbitration procedure under Article 22 shall be available to a candidate for promotion or reappointment who alleges Violation of Academic Freedom (Article 6), Non-discrimination (Article 7) or a violation of the procedures of this Article. It is incumbent on the candidate to inform the Dean of any procedural violation within twenty (20) days of becoming aware of the alleged violation.

**ARTICLE 15**

**REAPPOINTMENT AND PROMOTION OF LIBRARIANS**

**15.01 GENERAL CRITERIA**

This Article sets out general criteria for application on a university/library-wide **basis**. In addition, the Director, after appropriate consultation, may adapt these criteria in a manner appropriate and reasonable to the particular library/academic area. In **such a case** the Director shall inform all librarian members in writing, a reasonable period of time before such changes take effect.

The evaluation of librarian members shall be based upon consideration of professional competence and potential for fulfilling the duties and responsibilities as defined in Article 17,

The evaluation shall be accomplished by the librarian member's colleagues in **accordance** with the **procedures** established for this purpose **which** shall include all evidence of effectiveness brought forward by the member.

The evaluation of professional contributions to the Libraries' operation and development shall depend primarily on the judgment of the **librarian member's** colleagues, and shall take into account evidence of such activities as presented by the librarian member in a **"library-service portfolio."**

The evaluation of **research** shall depend primarily on the judgment of **the librarian member's** disciplinary peers and shall be made on the basis of evidence of scholarship, such as publications, external recognition, grants, contracts and other awards, as presented by the librarian member in a **"research portfolio."**

The evaluation of **service** to the university and to the community shall depend primarily on **the judgment of the librarian member's** colleagues, and shall take into account evidence of **such** activities as presented by **the** librarian member in a **"university and community service portfolio."**

**15.02 EVALUATION FOR THE PURPOSE OF REAPPOINTMENT**

- a) A librarian who is a candidate for reappointment is expected to have fulfilled any special conditions in the previous contract.

The evaluation shall pay particular attention to the quality of the **candidate's performance** in his/her assigned duties.

- b) Any **appointments** offered subsequent to the first shall be for a period of up to two (2) years duration, terminating **May 31**.
- c) The procedures for **reappointment** are set out in 15.04.

#### 15.03 EVALUATION FOR THE PURPOSE OF PROMOTION

- a) Librarian I to Librarian II

##### **Schedule**

The librarian at the rank of Librarian I is normally considered for **promotion** to Librarian II during the second (2nd) year at the rank of Librarian I.

##### Criteria

Evaluation criteria shall include **demonstrate**3 competence in the position as defined by the individual's job description, and also the ability to work **independently** and make professional decisions. If applicable, administrative knowledge and capability, demonstrated in personnel management and **budget planning**, shall be taken into account. **Contributions** to the goals of the organization of which the library is a part (e.g., participation on university **committees**) shall be **taken** into consideration.

- b) Librarian II to Associate Librarian

##### Schedule

The librarian at the rank of Librarian II may request consideration for promotion to the rank of Associate Librarian in the fifth (5th) and subsequent years at the rank. Promotion to Associate Librarian normally shall occur during the librarian's sixth (6th) year in rank. In the case of exceptional competence and **performance**, the onus of **which** is on the librarian to demonstrate, promotion may be **granted after the third** (3rd) or fourth (4th) year in rank.

##### Criteria

The evaluation shall pay particular attention to **ensure** there has been successful fulfillment of duties and

responsibilities as defined by the individual's job description, where in the individual has demonstrated progress over the **performance** level **expected** for the rank of Librarian II. Contributions to the goals of the library/university and also to the advancement of the profession through participation in professional associations and **related** activities shall also be considered. Related activities in enquiry and research which may result in **advanced degrees** or publications shall be considered. **Contributions** to the goals of the organization of which the library is a part (e.g., participation on university committees) shall be taken into consideration.

Notwithstanding the previous paragraph, a librarian member may be considered for promotion to Associate Librarian, upon request, in **his/her** fifteenth (15th) and subsequent years of **service** to the university, if the librarian member has established a reputation as a very good librarian, and **has made** a significant and sustained contribution to the university and community.

c) Associate Librarian to Senior Librarian

**Schedule**

The candidate at the rank of Associate Librarian may request consideration for **promotion** to Senior Librarian in the seventh (7th) and subsequent years at the rank of Associate Librarian.

criteria

criteria for evaluation shall include consistently excellent **performance** as an Associate Librarian at Concordia or at an equivalent level at another institution. **The member** shall have demonstrated continuing growth in ability to work independently, to contribute new ideas and to accept a large amount of responsibility in defining and fulfilling the scope of job assignments. **These** qualities may be expressed in bibliographical, **administrative**, collection development, or other activities performed by librarians. A candidate's professional activities may be entirely within the library system of the home institution, or may extend to **contributions** to outside organizations and publications. In addition, significant contributions to the advancement of the profession, research and scholarship shall be demonstrated.

Notwithstanding the **previous** paragraph, a librarian member may **be** considered for promotion to senior Librarian if the member is at least **sixty (60)** years of age, has **established** a reputation as a very **good** librarian, **has maintained** scholarship and has made a significant and **sustained** contribution for at least **twenty (20) years** to the university and **the community**.

15.04 PROCEDURES FOR REAPPOINTMENT AND PROMOTION

1. Evaluation at the **Divisional Level**

- a) Each division of the **Library** shall elect a Divisional Personnel Committee (**DPC**) which shall make recommendations about the reappointment and promotion, as well as **appointments** (see Article 13) and **performance review** (see Article 20) of full-time Librarian members.
- b) **The** DPC shall be composed of at least three (3) full-time **librarian** members from the division and may be **composed of a larger number**, up to a maximum of 20% of the librarian members in the division. **The** DPC shall elect its own *chair* from the elected members.
- c) **The** Head of the division is an ex officio member of **the** DPC, with **vote**. **The** Head of the division shall aid the DPC by providing all relevant documentation as requested.
- d) In evaluating the performance of a librarian, the DPC shall take into account all evidence of effectiveness in assigned duties and responsibilities, including *the* reasoned recommendation of the Department Head, if that person is the **immediate** supervisor of the librarian member. A copy of the **recommendation** shall be sent to the librarian member at the **same time** as it is forwarded to the DPC.
- e) **The** DPC shall solicit and consider written **submissions** from other **library** and university units with which the librarian is associated.
- f) **The** Head of the division shall forward to the Director the **reasoned** recommendation of the DPC, along with any minority report. **The** Head of the division shall send copies of all **recommendations** which **stem** from the divisional process to the candidate at the **same time** as they **are** transmitted to the Director.

- g) When a librarian is being considered for promotion to Senior Librarian, it is the Division Head's responsibility, after consultation with the DPC and the candidate, to solicit confidential evaluations from recognized experts in the librarian's field of activity outside the university.

These evaluations shall form part of the dossier to be forwarded to the appropriate Director. Additional evaluations may be solicited by the LPC after consultation with the candidate, in which case the Director shall inform the Division Head, and the DPC.

In the case of promotions as outlined in the last paragraph of 15.03, letters of evaluation shall be from persons who can attest to the candidate's contributions to the university and the community.

- h) A librarian member may apply for promotion or may be nominated with his/her consent. If the candidate has not requested the promotion, a refusal shall not appear in the candidate's personnel file.
- i) Librarian members with probationary appointments must apply for reappointment at least six (6) months before the expiration of their contract (see Article 13.03 a)).
- j) Requests for promotion to the rank of Librarian II and Associate Librarian shall be submitted in writing to the Division Head by January 31, in any given year.
- k) Requests for promotion to the rank of Senior Librarian shall be submitted in writing to the Division Head by October 31, in any given year.
- l) Librarians not attached to the Libraries shall be considered to be part of the Technical Services Division of the Libraries for the purpose of this article in all its respects.

## 2. Review at the Library Level

- a) The Director shall review the recommendations with the Library Personnel Committee (LPC), which the Director shall convene for this purpose as soon as possible after receipt of the recommendation of the DPC. The Director is an ex officio, non-voting member of LPC. This



committee, having **studied** the candidate's dossier, shall vote by secret ballot, and shall present its reasoned recommendations and the numerical **record** of the vote to the Director in writing.

- b) The Director shall **forward** to the Vice-Rector Services the **recommendations** of the LFC as soon as possible. The Director shall either endorse these recommendations or forward his or her own reasoned recommendations as well, in the event **that they are** different. He/she shall attach thereto the reasoned recommendations and the report resulting from the evaluation at the divisional level. He/she shall **also** send a **copy** of the reasoned recommendations **made** at the Library level to the librarian member, the *Chair* of the DPC, and the Division Head. In the case of **promotion** to Senior Librarian, the Director shall not **make** a separate recommendation.
- c) The LFC shall consist of **four (4)** full-time librarian representatives, elected in the following manner: the Association shall name a slate of a maximum of **four,(4)** candidates; the Director shall name a slate of a maximum of four **(4)** candidates; an election by all librarian members shall be held.  
  
Two (2) full-time librarian alternates shall be elected in the **following manner**: the Association shall name a slate of a maximum of two (2) candidates; the Director shall name a slate of a maximum of two (2) candidates; an election by all librarian members shall be held. Alternates are called to serve in **alphabetical order**.
- d) Effort should be made to ensure that **the** slate of candidates for the LFC is representative of the library divisions.
- e) LFC representatives shall **serve** for terms of two (2) **years**, and **may serve no more** than two (2) consecutive terms.
- f) A quorum of LFC shall be three (3) of the elected representatives [except in the case of a decision unfavorable to the **candidate**, when all four (4) elected representatives must be **present**].

### 3. Review at the University Level

#### Responsibilities of the Vice-Rector Services

It is the responsibility of the Vice-Rector Services to make decisions regarding contract renewal and promotion, **except**

promotion to Senior Librarian. Every effort will be made to communicate all promotion **decisions** to the members by May 15 of the same academic year as the **request** for promotion. In all cases of denial of promotion or contract non-renewal, the vice-Rector shall provide the candidate with a reasoned written report setting out the considerations which led to the refusal.

These decisions **are** subject to appeal in accordance with Article 21.

A librarian whose probationary appointment is **terminating**, and **who** is not being offered reappointment shall be notified by the vice-Rector **Services** with copies of the notification sent to the Chair of the OPC, the Division Head, and the Director. Notification **must** be **made** by registered mail or by courier delivery to the address of record of the librarian. The notification shall be sent in time to be received by the librarian at least one (1) month prior to the termination date in the case of **first** probationary **appointments**, and at least six (6) months **prior** to the termination date in the case of second or subsequent probationary **appointments**.

In the case of reappointment, if the appeal provisions of Article 21 apply, no contract can be issued until an appeal, if lodged, has been decided.

15.05 UNIVERSITY COMMITTEE ON **PROMOTION TO SENIOR LIBRARIAN**

- a) The membership of the UCPSL shall be as follows: the Vice-Rector Services, **the** Dean of Fine Arts, the Director of Guidance Services and the Director of Libraries.
- b) **The** UCPSL shall be **chaired** by the Vice-Rector **Services** and shall establish its own **rules** of procedure, copies of which shall be sent to all librarian **members** and the Association.
- c) The UCPSL shall receive the full dossier which includes any documents originating from and responsive to procedures at the divisional and **library** levels.
- d) **The** UCPSL shall **forward** a list of those **promoted** to the Board of **Governors**. The effective **date** of the promotion is the June 1 following the application.
- e) The Vice-Rector Services shall provide the candidate with a copy of the **UCPSL** recommendation **concerning**

his/her promotion. In the case of refusal, the Vice-Rector Services shall provide the candidate and the Division Head with a reasoned written report.

- f) Only the candidate may appeal the decision to the Appeal Committee on Promotion to senior Librarian.
- g) Notwithstanding Article 21.04, if the DPC and the LPC each vote by at least seventy-five (75%) percent of their full membership to reject a request for promotion to Senior Librarian, consideration for such promotion shall be terminated after the LPC consideration, with no right of appeal.

#### 15.06 APPEAL COMMITTEE OF PROMOTION TO SENIOR LIBRARIAN

The Appeal Committee on Promotion to senior Librarian (ACPSL) shall be established, within thirty (30) days of the signing of this agreement, to hear appeals regarding promotion to Senior Librarian.

- a) The membership of the ACPSL shall be as follows:
  - Two senior Librarian members elected by the full-time librarians. Elected members shall serve for a period of two (2) years.
  - Three professors elected by all librarian members from the five professors currently serving on the ACP (see Article 14.06).
- b) The ACPSL shall choose a chair from among their number.
- c) The appellant, the Division Head, the Director and/or Vice-Rector have the right to be heard by the ACPSL. The appellant has the right to be accompanied or represented by a full-time librarian member or faculty member as an advisor.
- d) The ACPSL shall receive the full dossier which includes any documents originating from and responsive to procedures at the departmental, Library and UCPSL levels.
- e) Notices of intent to appeal must be sent to the Chair of the ACPSL within twenty (20) days of the date of the written notification of the decision being appealed. The documented appeal must be sent to the Chair of the ACPSL with a copy to the Vice-Rector Services and the Association within twenty (20) days of the notice of appeal.

- f) Within these general guidelines, the ACPSL, shall establish its own **rules of procedure**, copies of which shall be sent to the **Director**, the Division Head, all librarian **members**, all **members** of the UCPSL and the Association.
- g) The decisions of the ACPSL shall be binding. Reasoned decisions shall be provided to the appellant, the Division Head, the **Director** and the **Vice-Rector** Services.

15.07

The grievances and arbitration **procedure** under Article 22 shall be available to the candidate who alleges violation of **Academic Freedom** (Article 6), **Non-discrimination** (Article 7) or a violation of the **procedures** of this Article. It is **incumbent** on the **candidate** to inform the Director of any procedural violation within **twenty (20) days** of **becoming** aware of the alleged violation.

## ARTICLE 16

### DUTIES AND RESPONSIBILITIES OF FACULTY

- 16.01 The duties and responsibilities of faculty members fall into three (3) categories.
- a) Teaching, which in general includes: the preparation, organization and presentation of course materials at scheduled class times, and availability to students outside of class hours; curriculum development and preparation of course material for student use, and the direction and evaluation of student progress in courses, research, thesis and practical work (including marking and timely submission of grades).
  - b) Research and Scholarship, which in general includes: research, scholarly and critical or creative work within the faculty member's field; the dissemination of such work through respected publications, presentation of scholarly papers, exhibitions and performances, and other appropriate means.
  - c) Service to the University and the Community, which in general includes: participation on, university-wide bodies, and the sharing of the administrative work of the department, Faculty and University, including student advising on academic matters, as well as taking an active part in scientific, cultural, educational, professional, governmental and social bodies, together with those activities involving expertise or popularization which are relevant to and compatible with the professorial role.
- 16.02 While the pattern of duties and responsibilities indicated in 16.01 varies among departments and among individuals, these constitute the principal obligations of any faculty member holding a full-time appointment.
- In accordance with the established departmental procedures, and by mutual agreement with the faculty member, the Department chair, (principal where appropriate) and the — @), academic duties may be assigned and carried out in academic units other than the department to which the faculty member belongs.
- 16.03 Individual duties shall be assigned by the Dean after consultation with the appropriate Department chair who shall make a recommendation after due consultation with the faculty member. It is the Department Chair's responsibility to inform

each member of the department in writing of the teaching duties assigned to all full-time faculty members of the department. A copy shall be sent to the Association.

16.04 The assignment of teaching duties shall be done in a fair and equitable manner taking into account other relevant activities such as research, the supervision of laboratories, the supervision of graduate student research, and other especially assigned academic and administrative duties.

16.05 When the teaching program of a department or a Faculty includes courses in each of the three (3) terms of the academic year, the faculty member's course load is spread over the fall and winter terms, unless there is a written agreement with the faculty member to the contrary. In the case of those departments who offer programs in the Institute for Co-operative Education a faculty member's course load may be spread over any two (2) of three (3) terms, if the faculty member is participating in the programs, unless there is written agreement with the faculty member to the contrary.

Notwithstanding the above, and in the case of other special or extensive summer programs, a faculty member may, by mutual agreement, spread the course load over two (2) or three (3) terms, but no faculty member shall be required to teach during all three (3) terms.

16.06 The distribution among the faculty members of a department or Faculty of the specific courses assigned is carried out taking into account their particular qualifications, any special conditions of appointment, and other activities.

16.07 The teaching duties of a Faculty or department shall be assigned, in the first instance, to on-going full-time faculty members of the Faculty or department.

16.08 a) The parties consider that a teaching assignment of four (4) courses per academic year is appropriate for a faculty member where there is clear evidence of productivity in research and scholarship.

b) In the yearly assignment of courses and related teaching activities, the Dean may

i) increase the faculty member's teaching duties if there is no clear evidence of research productivity and scholarship, taking into account the faculty member's service to the university and community;

- ii) reduce the faculty member's teaching duties if the faculty member combines the assigned duties with heavy administrative responsibilities.
  - c) Provision may be made for the averaging of teaching duties over a two (2) year period. Other duties and responsibilities will be adjusted to reflect the averaging of teaching duties.
  - d) No full-time faculty member shall teach more than twelve (12) courses over a two (2) year period, pursuant to 16.08 (c), except as specified in 16.12.
- 16.09 Any further addition to the course load as established according to the preceding clauses requires the faculty member's consent. Such consent in no way constitutes a precedent. However, if unforeseen teaching needs require it, the Dean may, after consultation with the faculty member, readjust the teaching assignment. In doing so, the Dean shall take into account the impact of this readjustment on the other activities the faculty member intended to take on. The Dean shall give reasonable notice in writing to a faculty member whose teaching assignment is to be modified from the one as established in 16.03 above. At the end of each year the Department chair shall inform all members of the department of the courses taught by each member. A copy shall be sent to the Association.
- 16.10 A faculty member on leave should be consulted and must be informed about his or her course load for the following year at the same time as other faculty members.
- 16.11 The parties consider that a teaching assignment of no more than four (4) three credit courses is appropriate in the first two years of a first probationary appointment to enable the faculty member to establish a research program. In exceptional circumstances a teaching assignment of more than four (4) courses may be appropriate in the first two years of a first probationary appointment. In such cases the increased load shall be included in the letter of appointment.
- 16.12 The parties consider that a teaching assignment of six (6) courses in a given academic year is appropriate for a faculty member holding a limited term appointment, as specified in 12.03 (c), whose duties and responsibilities include minimal research and service to the University.
- 16.13 A faculty member who has fulfilled the assigned teaching obligation may, by mutual agreement, teach up to two (2)

courses during the summer term or, if applicable, during the term in which she or he has via regular teaching assignments, at the prevailing part-time rate.

- 16.14 With the prior agreement of the Department chair and the Dean, a faculty member may apply to a recognized granting agency for a time release stipend or similar funding to be used if the application is successful.
- 16.15 'Course(s)', as used in this Article for the purpose of assigning teaching duties, normally refers to 3-credit courses, scheduled and offered at different times.



## ARTICLE 17

### DUTIES AND RESPONSIBILITIES OF LIBRARIANS

- 17.01 The duties and responsibilities of librarians normally include the following:
- a) operation and **development** of the **Libraries** as an academic service and resource for students, faculty and other members of the **community**;
  - b) development of their professional knowledge by **engaging** in scholarly activities and/or research;
  - c) participation in professional, scientific, cultural or governmental organizations relevant to and compatible with the librarian's professional role;
  - d) participation on Library and other university committees and the sharing of the administrative work of the Library where appropriate.
- 17.02 While the pattern of the duties and responsibilities referred to in 17.01 may vary from individual to individual, they constitute the librarians' principal obligations.
- 17.03 specific duties and responsibilities associated with 17.01 a) and, where appropriate, in 17.01 d) are listed in a job description provided to the librarian at the time of hiring.
- 17.04 **Any** change in the current job description will be made in a fair and equitable **manner** and shall be provided to the librarian in writing by the **Director/Dean** after consultation with the librarian and the Department Head\* or **immediate** Supervisor, as appropriate. **Changes** in the job descriptions of librarians in the Faculty of **Fine Arts** shall be made by the Dean after consultation with the librarian and the Department Head. **Changes** in the job descriptions of librarians in Guidance Services shall be made by the Director after consultation with the librarian and the Department Head.
- 17.05 The workload as described in 17.01 a), and where appropriate, 17.01 d), and its time frame, shall be **assigned** annually in writing by the **Director/Dean** after consultation with the appropriate Department or Division Head, or immediate supervisor, **who** shall make a recommendation after due consultation with the librarian member.
- 17.06 a) The assignment of workload as **referred** to in 17.01 a) and where appropriate 17.01 d), shall be done in a fair

and equitable manner taking into account the professional interests of the librarian member and the service requirements of the library.

- b) If there is clear evidence of scholarship, and/or research in the librarian member's research portfolio (Article 15.01), the service and administrative components of the workload as referred to in 17.06 a) shall be reduced accordingly. Such reduction shall not exceed the equivalent of three (3) months in any one academic year.
- c) In the annual assignment of workload as referred to in 17.01 d), the Director/Dean may reduce the assigned duties of a librarian member in the first two (2) years of a first probationary appointment to enable the librarian member to engage in scholarly activities and/or research.

It is the Division Head's responsibility to inform all members of the division, in writing, of the workload assigned to the full-time librarian members. A copy shall be sent to the Association.

- \* In some cases the Division Head and the Department Head are one and the same.

## ARTICLE 18

### TENURE FOR FACULTY

- 18.01 a) Tenure as an academic status means continuing appointment in a full-time faculty position as Professor, Associate Professor, Assistant Professor, Lecturer until resignation, retirement, or termination under the provisions of this collective agreement.
- b) Tenure is granted as a means to ensure academic freedom, a principle to which the university community is dedicated.
- c) The granting of tenure is a confirmation of a person's competence and commitment to the creative task of higher education.
- d) The Board of Governors confers tenure only on the basis of a judgment made by the members' peers in accordance with the procedures set forth in this Article.
- 18.02 Tenure shall not apply to administrative offices or to any other position outside the bargaining Unit. However, a faculty member with tenure shall not relinquish tenure upon receiving such an appointment. When the administrative term of office of a faculty member with tenure is completed, or should that person resign prior to the end of the term of office, he or she shall revert to faculty status with uninterrupted tenure.
- 18.03 In the event that a tenured faculty member changes from one department to another within the university, that person's tenured status shall be retained.
- 18.04 A tenured faculty member on reduced-time appointment as per Article 25 shall retain status as a faculty member with uninterrupted tenure.
- 18.05 prior to the granting of tenure, appointment of faculty members to full-time positions of Lecturer, Assistant Professor, Associate Professor or Professor shall be probationary appointments for a term specified in 18.10.
- 18.06 A person shall not be considered for tenure during a year in which that person's contract is not renewed. This does not constitute a deferral as per 18.12.
- 18.07 A candidate for tenure shall have given evidence of ability and willingness to fulfill the representational and administrative expectations of the candidate's department, Faculty, and the university.

18.08 If the processes of consideration for tenure do not result in the granting of tenure, the candidate's appointment shall normally terminate May 31 of the calendar year following that in which the candidate received notification from the Vice-Rector Academic that tenure had been refused. A faculty member who has been refused tenure shall not be reconsidered for tenure.

18.09 Criteria

The following two (2) criteria constitute the sole grounds on which particular consideration will be given in deciding whether to grant tenure:

- i) the candidate's professional competence and promise as manifested in teaching performance (see 14.04 1.(d));
- ii) the candidate's professional competence and promise as manifested by advanced degrees, research publications and/or artistic accomplishments where appropriate; the attraction of funds for research where appropriate and feasible, and continuing research and productivity.

In addition, truly outstanding contributions, beyond normal expectations, to the academic and professional life of the university shall be taken into consideration.

18.10 Mandatory Consideration for Tenure

a) Subject to the provisions of 18.12 a Lecturer shall be considered for tenure during the seventh (7th) year of full-time service in the rank of Lecturer at the university.

b) Subject to the provisions of 18.12 an Assistant professor shall be considered for tenure during the fifth (5th) year of full-time continuous service as Assistant Professor at the university.

Subject to the provisions of 18.13 consideration may be given prior to the fifth (5th) year in exceptional cases, but in no case shall consideration be given prior to the third (3rd) year.

c) Subject to the provisions of 18.12 an Associate professor or Professor shall be considered for tenure during the fifth (5th) year of continuous full-time

service at a rank above Lecturer or during the third (3rd) year at a rank above Assistant professor at the university. Consideration may be given prior to these periods in exceptional cases subject to the provisions of 18.13.

- d) A year of full-time service shall mean the twelve (12) months from June 1 to May 31. If, however, the initial appointment is made between June 1 and September 15, the period from the date of appointment to May 31 shall count as a year of full-time service for the purpose of tenure consideration.
- e) Only years of service at the university spent in probationary appointments or as limited term appointments can be counted in calculating eligibility for tenure Consideration.
- f) Should the years of service include a period of leave approved in accordance with Articles 26, 32, 34, 35 and 38, a full year of service shall be counted for tenure consideration, provided at least nine (9) consecutive months of service have been rendered between June 1 and May 31; one-half (1/2) year of service shall be counted provided at least six (6) consecutive months of service have been rendered between June 1 and May 31.
- g) To be eligible for mandatory consideration for tenure a candidate may not have been on leave for any extended period during the residential teaching terms of the calendar year prior to consideration. However, a person may request early consideration for tenure as per 18.13.
- h) candidates who have not met the years of service provisions by January 1 of a given year shall not be considered in that year.

#### **18.11**     Tenure on Appointment

- a) Tenure may be conferred at the time of initial appointment to the university only at the rank of Associate professor or Professor, and then only after a positive recommendation of the Departmental Tenure Committee (DTC) (see 18.14). The Chair of the department shall convene a meeting of the DTC in order to consider a candidate for tenure on appointment.
- b) The DTC and the Department Chair shall each make a recommendation to the Faculty Dean concerning the

conferral of tenure on appointment. The candidate for tenure on appointment shall **not have** the right to a hearing before the DTC **and shall not have** the right to receive copies of the **proceedings**.

- c) The **Dean** shall review the **DTC report**, the candidate's dossier, and the Department **Chair's report**, and **transmit** them with his or her own **comments**, if any, to the Vice-Rector Academic for consideration. With the concurrence of the Vice-Rector Academic, the DTC recommendation for the conferral of tenure on appointment shall be transmitted by the Rector to the Board of Governors.

18.12 Deferral of Mandatory Tenure Consideration

- a) A faculty member may request that consideration of tenure be deferred for up to two (2) years despite the fact that **she** or he has **reached** the **stage** defined in 18.10. A request for deferral shall consist of a letter outlining **the reasons for the request**, sent to **the Chair** of the department, with copies to the **Dean and the Vice-Rector Academic by November 15**, in the academic year in which consideration for tenure would otherwise be mandatory.
- b) Deferral may be granted **only by** the **DTC** which must respond to the request by **December 15**. Deferral may be granted only for a **single period** of up to two (2) years. In no case shall consideration for tenure be further delayed.
- c) The granting of a deferral shall not prejudice a candidate's **case** for tenure **in** subsequent tenure consideration, nor shall it affect the Employer's right not to renew the appointment of a faculty member.

18.13 Early Consideration for Tenure

- a) A faculty member **who** seeks early consideration as an exceptional case **shall** so request in writing to the Department **Chair by January 5**.
- b) The faculty member **seeking** early consideration for tenure has **the burden** of establishing the exceptional nature of her or his case.
- c) Grounds for consideration as an exceptional case may include, where appropriate, positions held and experience obtained at this university, other universities, or elsewhere.

- d) The Department *chair* shall ~~refer~~ the request for early consideration to the DTC, **which shall decide** whether it shall consider the candidate as an exceptional case. ~~Before deciding,~~ the DTC may require additional submissions in writing from the faculty member. The candidate may **appear** before the DTC at this *stage*, if asked to do so.
- e) Should the DTC agree to early consideration, the provisions of 18.15 shall apply at the departmental level.
- f) The decision of the DTC that ~~there are not sufficient grounds~~ for early consideration shall be final. *Such* a decision shall **not constitute** a refusal of tenure, and the provisions ~~for mandatory~~ Consideration of tenure as per 18.10 shall apply.
- g) Should the DTC **recommend** that the tenure be granted, the FTC shall review the request for early consideration for tenure.
- h) Should the FTC agree to early consideration, the provisions of 18.15 shall apply.
- i) The decision of the FTC that ~~there are not sufficient grounds~~ for early tenure consideration shall be final. *Such* a decision shall **not constitute** a refusal of tenure, and the provisions for mandatory consideration of tenure as per 18.10 shall apply.

18.14 Responsibility for Tenure Consideration

- 1. The Department Tenure Committee(DTC)
  - a) Except as provided in 18.14 2. *each* department shall have a DTC as set out below.
  - b) The DTC shall consist of:
    - i) the Department Chair, **who** shall have a vote;
    - ii) all the tenured faculty members of the department **who are not on leave** during the period in which the DTC meets.
  - c) The DTC shall be chaired **by** the Department *chair*, whether or not that person has tenure. Notwithstanding the above, if the Department *chair* is being considered for tenure in that year, he or she shall not **serve** on the **committee** in that year.

In this case the **DTC** shall elect its **chair** from among the remaining **DTC** members, and the **person** elected shall **retain** the right to vote.

2. Department with Two (2) or Fewer Tenured Members

In the event that the **number** of tenured faculty members of a department, who are **not** on leave, **is less than three (3)**, there shall be no DE for **candidates** from that department. Instead the **candidates** for **tenure** from that department shall be considered **directly** by the Faculty Tenure **Committee** (FIT) (see 18.14 3. and 18.16).

3. The Faculty Tenure Committee (FTC)

- a) **There** shall be a single **FTC** in **each** Faculty, as set out below, to review all decisions **made** by the **DTC** in each Faculty. To provide for **cases** where a regular **FTC** member is unable to **serve** (e.g., illness, conflict of interest, etc...), **there** shall be an elected set of **alternates** to the regular **FTC** members.

Alternates in a given **year** shall automatically become the **regular** **FTC** members in the following **year**.

- b) The **FTC** shall be **constituted** annually as follows:

i) the elected members

- A. The **three (3)** **tenured** faculty **members** of the Faculty **who** were elected as alternates the preceding year from Nomination List I (see 18.14 3. (c)).
- B. The faculty member **who** was elected as alternate for the preceding year from Nomination List II (see 18.14 3. (c)).

ii) the Chair

The Faculty Dean shall serve as Chair, voting only in the **event** of a tie.

- c) **By September 10** of **each** year, the Dean of the Faculty shall appoint a **Nominating Committee** consisting of **three (3)** full-time faculty **members** from the Faculty.

The **Nominating Committee** shall establish two **Nomination Lists**, List I and List II, as set out below:



**List I:** The Nominating Committee shall, in writing, immediately call for nominations for the alternates to the positions in 18.14.3. (b) (i) above, from all eligible full-time faculty members of the Faculty (see 18.14.3. (d)). **Nominees for List I must have tenure and be members of the Faculty.**

Nominations for these positions shall be made to the Nominating Committee on or before October 10. In the event that, by the deadline, there are fewer than six (6) eligible nominees who are willing to serve for these positions in the first year and as regular FTC members in the subsequent year, the Nominating Committee shall in the five (5) days after October 10, solicit further nominations or make nominations of its own to bring to six (6) the number of candidates on List I.

**List II:** Nominees for List II must be from all eligible full-time faculty members from any Faculty as per 18.14.3. (d).

af October 10 the Nominating Committee shall notify, in writing, the President of CUFA and the Vice-Rector Academic, of the candidates nominated to List I.

The Nominating Committee shall receive from the President of CUFA and the Vice-Rector Academic nominations for an alternate to the position cited in 18.14.3. (b) above, on or before November 1.

The Nominating Committee shall ensure that there are at least two candidates on List II.

The Nominating Committee shall determine that all nominees are willing to serve as alternates in the first year, and as regular FTC members in the subsequent year. It shall then obtain the curriculum vitae of each nominee and make it known to the full-time faculty members that these are available for consultation prior to the election.

The election shall be held on or before November 21, and shall be supervised by an elections committee of Faculty Council appointed annually by each Council for this purpose. Voting shall be by secret ballot. All full-time faculty members not on leave at the time of the election shall be eligible to vote for three (3) persons from List I and one (1) person from List II.

- d) To be eligible for election, faculty members must be in at least their **second** (2nd) year of full-time *service* at Concordia University. **Although** faculty members are not eligible to *serve as alternates or regular members* of the **FTC** while *on leave*, they may be elected while on leave for *service on their return in the following academic year*.
- e) In any given year the **four** (4) **alternates** shall be from different departments.  
  
The committee supervising *each* FTC election shall ensure that this provision is respected.
- f) **The** term of service as a regular elected *member* of the **FTC** shall be **one** (1) year.
- g) At the expiration of **the** term of service of the regular elected **members** of **FTC**, they shall be replaced by their alternates, **who** with the Faculty **Dean** will then constitute the new **FTC**. A **new** group of alternates will then be elected in **accordance** with the procedure set out in 18.14.3. (c). In the event that an alternate is not available for service *on the new FTC* the nomination and election procedure set out in 18.14.3. (c) shall be **Suitably** adapted in order to provide the direct election of a regular faculty member for the vacant position.
- h) If a *member* of the **FTC** is a **member** of the *same* department as a candidate being considered for tenure, that person shall withdraw from the **FTC** **during** consideration of this candidate and be replaced by **an** alternate from a different department. **Alternates** serve in alphabetical Order.
- i) To provide continuity, **FTC** alternates are encouraged to attend meetings of the **FTC** as observers. If an **observ- ing** alternate is a member of the *same* department as a candidate being considered for tenure, that person shall withdraw during consideration of **this** candidate. **Observers** shall not participate in the proceedings nor shall they **vote**.

18.15 Procedure for Tenure Consideration

- a) **The** **DTC** is constituted annually *on or before* November 15 and shall meet to consider **every** *member* of the department **who** meets the conditions for mandatory consideration for tenure as set out in 18.10, or **who** has **invoked** the provisions of 18.12 or 18.13. In addition

the **Department Chair** shall **convene** the **DTC** to consider **tenure on appointment** (See 18.11) whenever **necessary**.

- b) The **Chair** of the **department** shall:
- i) **make known** to all full-time faculty members of the department **prior to November 15** the **membership** of the **DTC**;
  - ii) provide the **DTC** with the **list** of **tenure candidates** for consideration under the provisions of 18.10 as well as the names of those persons who have invoked the provisions of 18.12 or 18.13;
  - iii) **prior to October 15** advise the **tenure candidates** to **prepare an appropriate** dossier, for the subsequent consideration of the **DTC**;
  - iv) convene the **first meeting** of the **DTC** **by January 15**, or earlier if there are requests for deferral. Notice of this **first meeting** shall be sent to all **members** of the **DTC** at least one (1) week prior to the date of **that meeting**.
- c) A faculty member whose contract indicates an appointment in more than one department shall be considered separately **by the DTC** for each of the departments. If the departments are in the same **Faculty** the **DTC** reports shall be sent to that **FTC** for consideration. If the departments are in different **Faculties** the relevant **FTCs** meet jointly as a single **FTC**, **co-chaired** by the relevant Deans in order to arrive at a single recommendation. The Deans, as **co-Chairs**, shall have a single vote between them, in the event of a tie.
- d) The burden of establishing and documenting the case for **tenure** rests with the candidate. The candidate is responsible for the preparation of a complete dossier (see 18.09 and 14.01), **setting out the case for tenure**. The dossier must be submitted to the **Chair** of the **DTC** **by January 5** in the year in which the **candidate is being considered**, for **transmission** to the **DTC** **by January 15**. A faculty member who participates in the academic activity of academic **units** other than her or his department(s) (e.g. Colleges) is expected to include reference to **such** activity in the dossier which the candidate **submits** to the **DTC(s)** with supporting material.
- e) If the candidate wishes external letters of support to be considered, he or **she** must include in the dossier the names of those of **whom** such letters have been

requested. Referees **should** be asked to **send such** letters directly to the **Chair** of the DTC, for receipt **by January 5**.

f) If a candidate **wishes** to invoke the procedures set out in section 18.12 **it should** be noted that a request of deferral must be made **by November 15**.

g) The candidate shall **appear in person** before the DTC. If the candidate wishes **she or he may** be **accompanied by** a colleague from the full-time faculty acting as advisor. **The candidate and/or** advisor must be prepared to **answer** relevant questions. **The candidate** shall have the right to table any **additional documentation and/or** bring any **persons** before the DTC in **support** of her/his candidacy. **Any member** of the DTC **may** introduce relevant information regarding a candidacy. **It is the Chair's** responsibility to **obtain** and provide to the DTC all necessary documentation, and copies of **such** material shall be made available to the candidate. **The DTC** shall have the right to invite **any persons** before it regarding a candidacy, and to request **additional information** on any aspect of the candidate's documentation. After all material has been presented and questioning has taken place, the candidate shall withdraw. The advisor shall remain for the discussion, but shall not vote unless he or she is a member of the DTC. In **any case**, advisors must respect the confidentiality of **any ensuing discussion**.

h) The DTC shall decide **by** majority vote, **by secret ballot**, of those present **during the hearing** and the ensuing discussion referred to in the preceding paragraph, whether the **granting or denial** of tenure should be recommended. **The vote** shall be recorded. The quorum shall be more than 50% of the faculty **members** of the DTC. Abstentions shall not count **as votes** cast.

i) **The DTC's** recommendation on each candidate shall be made in the form of a **reasoned report approved by the DTC**. The report, after

approval, is transmitted **by** the chair **of** the DTC to the Dean as Chair of the **DTC** with copies provided to all members of the DTC and to the candidate **by March 1**. The report shall be accompanied by the complete record, including the candidate's dossier.

**Notwithstanding** the above, submission to the **FTC** of a separate signed minority report **by March 1** is not precluded, provided that copies are also sent to the **DTC** and to the candidate.

- j) In the case of a **tie**, the **Chair** of the department shall **submit** to the **FTC** the two **DTC** reports, each signed by all **members** of the **DTC**, with copies provided to all members of the **DTC** and the **candidate**.
- k) The candidate may submit **written** supplementary **state-**ments to the **FTC**, with copies for the **DTC** sent to its **Chair**, within the **week** following receipt of the documents set out above.
- l) On receipt of the **DTC** report, the Dean shall verify that the procedures as set out in this document have been followed.
- m) The **Dean** shall make available, as **soon** as possible, to the other members of the **FTC**, the report and the dossier on **each** candidate from the **DTC(s)**. The **FTC** shall then meet to review each case. The **FTC** or the **Dean** may require additional written or oral information or clarification from the candidate **and/or** the **DE**. A request for **such** additional information or clarification to either party shall be **accompanied** by notification to the other party, and the latter shall be given the opportunity to respond to the additional material. The candidate **and/or** the **DTC** involved shall respond to requests for further information within one (1) week after they have been received.
- n) The **FTC** shall decide either to confirm or reverse the **recommendation** of the **DTC**. The decision shall be reached by majority vote, by secret ballot, on the basis of a resolution to confirm the recommendation of the **DTC**. In the event of a tie vote at **DTC** (see 18.15 (j)), the **FTC** must make a decision. Any abstention shall be considered a vote against such confirmation. The chair shall vote in the event of a tie.
- o) The **FTC** shall **prepare** a separate and reasoned report in writing for **each** candidate. The **Dean** shall forward this report to the **Vice-Rector Academic** **by May 1**, with copies to the candidate and the **Chair** of the **DTC**, who shall inform the **other** members of the **DTC** about the recommendations. This report shall conclude either that tenure be recommended or that it be refused. It shall be accompanied by the **DTC** report(s) and the complete record, including the candidate's dossier.

- p) The Vice-Rector *Academic* shall notify the candidate and the Chair of the DTC of the recommendation for tenure or its refusal by May 7. If the appeal provisions of Article 21 apply, the Vice-Rector shall notify both the candidate and the DTC of their appeal rights. If no appeal is possible, the Vice-Rector, *Academic* shall forward the FTC report, the DTC report(s), and the complete record, including the candidate's dossier to the Rector. However, if the provisions of Article 21 allow an appeal, the Vice-Rector *Academic* shall wait until May 21 before forwarding the file to the Rector, to allow for appeal either by the candidate or the DTC. If an appeal has been lodged, the Vice-Rector *Academic* shall so inform the Rector.
- q) The Rector shall verify that the FTC has complied with the provisions set out in these regulations.
- r) Where the FTC has decided to refuse tenure, and no appeal is possible or has been lodged, the notification by the Vice-Rector *Academic* to the candidate, referred to in 18.15(p), shall serve as formal university notification that tenure has been refused.
- s) Where the FTC has decided to confirm the DTC recommendation to grant tenure or has reversed the DTC recommendation not to grant tenure and no appeal has been lodged by the DTC, the Rector shall transmit the FTC file and report on the candidate to the Board of Governors.
- t) Where tenure is conferred by the Board of Governors, it shall be effective the June 1 following the application. The Secretary of the Board of Governors shall so inform the candidate.

18.16 Special Provisions for a Department with Two (2) or Fewer Tenured Members

- a) The burden of establishing and documenting the case for tenure rests with the candidate. The candidate is responsible for the preparation of a complete dossier (see 18.09 and 14.01), setting out the case for tenure. The dossier must be submitted to the Dean as Chair of the FTC by January 5 for transmission to the FTC by January 15 in the year in which the candidate is being considered. A faculty member who participates in the academic activity of academic units other than her or his department(s) (e.g., Colleges) is expected to

include reference to such activity in the dossier which the candidate submits to the FTC with supporting material.

- b) If the candidate wishes external letters of support to be considered, he or she must include in the dossier the names of those of whom such letters have been requested. Referees should be asked to send such letters directly to the Dean as Chair of the FTC, for receipt by January 5.
- c) If the candidate wishes to invoke the procedures set out in 18.12 it should be noted that a request for deferral must be made by November 15.
- d) The FIT shall provide an opportunity for the tenured members of the department not on leave to appear before it and/or to present written views with regard to a candidate from the department. The Department chair, whether tenured or not, shall submit a recommendation to the Dean as chair of the FIT by January 5.
- e) The candidate shall appear in person before the FTC. If the candidate wishes she or he may be accompanied by a colleague from the fulltime faculty acting as advisor.

The candidate and/or advisor must be prepared to answer relevant questions. The candidate shall have the right to table any additional documentation and/or bring any persons before the FTC in support of candidacy. The FTC shall have the right to invite any persons before it regarding a candidacy and to request additional information on any aspect of the candidate's documentation. After presentation of the case and any related questioning, the candidate shall withdraw. The advisor shall remain for the discussion, but shall not vote unless he or she is a member of the FTC. In any case, advisors must respect the confidentiality of any ensuing discussion.

- f) The FTC shall recommend that tenure be granted or refused. The decision shall be reached by majority vote, by secret ballot, on the basis of a resolution to grant tenure. Any abstention shall be considered a vote against the granting of tenure. The Chair shall vote in the event of a tie.
- g) The FTC shall prepare a separate and reasoned report in writing. The Dean shall forward this report to the Vice-Rector Academic by May 1, with copies to the tenured members of the department and the candidate.

This report shall conclude that tenure be recommended or that it be refused. It shall be accompanied by the candidate's dossier.

- h) The Vice-Rector Academic shall notify the candidate and the tenured member(s) of the department by May 7 of the recommendation for tenure or its refusal. The Vice-Rector Academic shall notify both the candidate and the tenured member(s) of their appeal rights under the provisions of Article 21. The ViceRector Academic shall wait until May 21 before forwarding his or her recommendation to the Rector, to allow for the lodging of an appeal.



## ARTICLE 19

### TENURE FOR LIBRARIANS

- 19.01 a) Tenure as an academic **status** means continuing appointment in a full-time position as Librarian II, Associate Librarian, or **Senior Librarian** until resignation, retirement, or termination under the provisions of **this collective agreement**.
- b) Tenure is granted as a means to **ensure** academic freedom, a principle to which the university **community** is dedicated.
- c) The granting of tenure is a **confirmation** of a person's **competence** and commitment to **the** creative task of higher education.
- d) **The Board of Governors confers tenure only on the basis of a judgment made by the librarian's peers** in accordance with the procedures set forth in **this Article**.
- 19.02 Tenure shall not apply to administrative offices or to **any other** position outside the **bargaining** unit. However, a librarian with tenure shall not **relinquish** tenure upon receiving **such** an appointment. **When the administrative term of office is completed, or should the person resign before the end of term, the librarian shall revert to his/her original status with uninterrupted tenure.**
- 19.03 **In the event that a tenured librarian changes from one department to another within the university, the person's tenured status shall be retained.**
- 19.04 A tenured librarian on reduced-time appointment as per Article 25 shall retain **status** as a person with uninterrupted tenure.
- 19.05 prior to the granting of tenure, **appointment** of librarians to the full-time positions of Librarian I, Librarian II, Associate Librarian or Senior Librarian, will be probationary appointments for a **term** specified in 19.10.
- 19.06 A person shall not be considered for tenure **during** a year in which that person's contract is not renewed. **This does not constitute a deferral as per 19.12.**
- 19.07 A candidate for tenure shall have given evidence of ability and willingness to fulfill **the** representational and administrative **expectations** of the candidate's division, the library, and the **university**.

19.08 If the process of consideration for tenure does not result in the granting of tenure **the** candidate's appointment shall normally **terminate** on May **31** of the calendar year following that in which the candidate **received** notification from the Vice-Rector Services that tenure had been refused. A librarian **who** has **been refused** tenure shall not be reconsidered for tenure.

19.09 Criteria

The following two (2) criteria constitute the sole **grounds** to which particular consideration will be given in deciding whether to grant tenure:

- i) the candidate's professional **competence** and promise as manifested in that person's contribution to the **direct** and **indirect** services to **users** provided by the library (see Article 15.04 1 d).
- ii) the candidate's professional **competence** and promise as manifested by that person's advanced degrees, evidence of research **and/or** scholarly activities, and continuing professional development and productivity.

In addition, truly outstanding contributions, beyond normal expectations, to the academic and professional life of the university shall be taken into consideration.

19.10 Mandatory Consideration for Tenure

- a) A Librarian I shall not be considered for tenure.
- b) Subject to the provisions of **19.12**, a Librarian II shall be considered for tenure during the fifth (5th) year of full-time continuous service as Librarian I or II at the university. **Subject** to provisions of **19.14**, consideration may be given prior to the fifth (5th) year in exceptional cases, **but in no case** shall consideration be given prior to the third (3rd) year.
- c) **Subject** to the provisions of **19.12**, an Associate or Senior Librarian shall be considered for tenure during the fifth (5th) year of **continuous** full-time service at a rank above **Librarian I** or **during** the third (3rd) year at a rank above **Librarian II**. Consideration may be given prior to these periods in **exceptional** cases, **subject** to the provisions of **19.13**.
- d) A year of full-time service shall mean the twelve (12) months from June 1 to May 31. If, however, the initial appointment is made **between** June 1 and September 15, the

period from *the* date of **appointment** to **May 31** shall count as a year of full-time service for the purposes of tenure consideration.

- e) only years of **service** at the university spent in probationary appointments or as limited term appointments *can* be counted in calculating eligibility for tenure consideration.
- f) Should the years of service include a period of leave approved in accordance with Articles 26, 32, 34, 35 and 38, a full year of **service** shall be counted for tenure consideration, **provided** at least nine (9) consecutive months of service have been rendered **between June 1 and May 31**; one-half (1/2) year of **service** will be counted **provided** at least six (6) consecutive months of service have been rendered **between June 1 and May 31**.
- g) To be eligible for mandatory consideration for tenure a librarian **may not** have been on leave for any extended period during September-April of *the* calendar year prior to tenure consideration. **However**, a librarian **may** request early consideration for **tenure** as per 19.13.
- h) Candidates who have **not** met the years of service provisions by January 1 of a given year shall not be considered in that year.

19.11 Tenure on Appointment

- a) Tenure may be conferred at *the* time of initial appointment to the university only at the rank of Associate Librarian or senior Librarian, and then only after a positive recommendation of the Library Tenure Committee (LTC). The Director/Dean shall convene a meeting of the LTC in order to consider a candidate for tenure on appointment.
- b) The LTC shall make a recommendation to the Vice-Rector Services concerning the granting of tenure on appointment.
- c) The Director/Dean shall either support the report of the LTC or shall write his/her own report. Both reports shall be submitted to the Vice-Rector Services for consideration. With *the* concurrence of the Vice-Rector Services, the LTC recommendation for the conferment of tenure on appointment shall be submitted by the Rector to the Board of Governors.

19.12 Deferral of Mandatory Tenure Consideration

- a) A librarian may request that consideration of tenure be deferred for up to **two (2) years** despite the fact that she or he has **reached** the stage defined in 19.10. A request for deferral shall consist of a letter outlining the reasons for the request, sent to the Division or **Department** Head, as appropriate, with copies to the Director/Dean and the **Vice-Rector** Services by **November 15**, in the academic year in which consideration for tenure would otherwise be *mandatory*.
- b) Deferral may be granted only by the LTC which must respond to the request by **December 15**. Deferral may be granted only for a single period of up to **two (2) years**. In no case shall consideration for tenure be further delayed.
- c) The granting of a deferral shall not prejudice a candidate's case for tenure in subsequent tenure consideration, nor shall it affect the **Employer's** right not to renew the appointment of a librarian.

19.13 Early Consideration for Tenure

- a) A librarian who seeks early consideration as an exceptional case shall so request in writing to the Division Head or Department Head, as appropriate, by January 5.
- b) The librarian seeking early consideration for tenure has the burden of establishing the exceptional nature of his or her case.
- c) Grounds for consideration as an exceptional case may include, where appropriate, positions held and experience obtained at this university, **other** universities, or elsewhere.
- d) The Division **Head/Department** Head shall refer the request for **early** consideration to the LTC, which shall decide whether it shall consider the candidate as an exceptional case. Before deciding, the LTC may require additional submissions in writing from the librarian. The candidate may **appear** before the LTC at this stage, if asked to do so.
- e) Should the LTC agree to early consideration, the provisions of 19.15 then shall apply.

- f) The decision of the LTC that **there are not sufficient grounds for early consideration shall be final. Such a decision shall not constitute a refusal of tenure, and the provisions for mandatory consideration of tenure as per 19.10 shall apply.**

19.14 Responsibility for Tenure Consideration

The Library Tenure Committee (LTC)

There shall be a single EX, as set out below, to consider tenure.

- a) The LTC shall consist of:
- i) the Director/Dean, who shall be a non-voting member, **except in the case of a tie;**
  - ii) all tenured librarian members including those employed in Guidance Services and the Faculty of Fine Arts, **who are not on leave during the period when the LTC meets.**
- b) The LTC shall be chaired by the Director/Dean whether or not that person has tenure.

19.15 Procedure for Tenure Consideration

- a) The LTC is constituted annually on or before November 15 and shall meet to consider every librarian who meets the conditions for mandatory consideration of tenure as set out in 19.10 or who has invoked the provisions of 19.12 and 19.13. In addition the Director/Dean shall convene the LTC to consider tenure on appointment (see 19.11) whenever necessary.
- b) The Director/Dean shall:
- i) make known to all full-time librarians prior to November 15, the membership of the LTC;
  - ii) provide the LTC with the list of tenure candidates for consideration under the provisions of 19.10, as well as the names of those persons who have invoked the provisions of 19.12 and 19.13;
  - iii) prior to October 15 advise the tenure candidates to prepare a suitable dossier, for subsequent consideration by the LTC;

- iv) **convene** the first meeting of the LTC **by January 15** or earlier if there are requests for deferral. Notice of this **meeting** shall be sent to all **members** of the LTC at least **one (1) week** prior to the date of the meeting.
- c) i) **The burden of establishing and documenting** the case for tenure rests with the **candidate**. The candidate is responsible for the preparation of a complete dossier (see 19.09 and 15.01), setting out the case for tenure. The dossier must be submitted to the **Director/Dean as Chair of the LTC by January 5** in the year in which the **candidate is being considered, for consideration to the LTC by January 15**. A Librarian who participates in the academic activity of academic units other than that person's Division(s) or *Library* (e.g., Colleges), is **expected** to include reference to such activity in the dossier which the candidate **submits to the LTC** with supporting material.
  - ii) In the case of Librarians attached directly to the Libraries the Division Head, **whether tenured or not, shall submit a recommendation** to the Director as Chair of the LTC **by January 5**.
- d) If the candidate wishes external letters of support to be considered, she or he **must** include in the dossier the names of those of whom such letters have been requested. Referees should be asked to **send such** letters directly to the **Director/Dean as chair** of the LE, for receipt **by January 5**.
- e) If a candidate wishes to invoke the procedures set out in 19.12 it should be noted that a request for deferral must be made **by November 15**.
- f) The candidate shall appear in person before the LTC. If the candidate wishes she or he may be **accompanied** by a colleague from the full-time librarians acting as advisor. The candidate and/or advisor must be prepared to **answer** relevant questions. The candidate shall have the right to table **any** additional documentation and/or bring any **persons before the LTC in support of candidacy**. **Any** member of the LE may introduce relevant information **regarding a candidacy**. It is the **chair's** responsibility to **obtain and provide to the LTC** all necessary **documentation**, and copies of such material shall be available to the **candidate**. The LTC shall have the right to invite **any** persons before it regarding a candidacy, and to request additional information on **any**

aspect of the candidate's documentation. After all material has been presented and questioning has taken place, the candidate shall withdraw. The advisor shall remain for the discussion, but shall not vote unless he or she is a member of the LTC. In any case, advisors must respect the confidentiality of any ensuing discussion.

g) The LTC shall decide by majority vote, by secret ballot, of those present during the hearing and the ensuing discussion referred to in the preceding paragraph, whether the granting of tenure should be recommended. The vote shall be recorded. The quorum shall be more than 50% of the members of the LTC. Abstentions shall not count as votes cast.

h) The LTC recommendation on each candidate shall be made in the form of reasoned report approved by the LTC. The report, after approval, is transmitted by the Chair of the LTC to the Vice-Rector services, with copies provided to all the LTC and to the candidate by May 1. The report shall be accompanied by the complete record, including the candidate's dossier.

Notwithstanding the above, submission to the LTC of a separate signed minority report by May 1 is not precluded, provided that copies are also sent to all members of the LTC and to the candidate.

i) In the case of a tie, the Director/Dean shall vote to break the tie and submit the two reports, each signed by all members of the LTC, with copies provided to all members of the LTC and the candidate.

j) On receipt of the LTC report, the Vice-Rector Services shall verify that the procedures as set out in this document have been followed.

k) The Vice-Rector Services shall notify the candidate and the LTC of the recommendation for tenure or its refusal, providing each with a copy of the LTC report, by May 7. If the appeal provisions of Article 21 apply, the Vice-Rector Services shall notify both the candidate and the LTC of their appeal rights. If no appeal is possible, the Vice-Rector Services shall forward the LTC report, and the complete record, including the candidate's dossier, to the Rector. However, if the provisions of Article 21 allow an appeal, the Vice-Rector services shall wait until May 21 before forwarding the file to

the Rector, to allow for appeal either by the candidate or the **LTC**. If an appeal has been lodged, the Vice-Rector Services shall so inform the Rector.

- l) **The Rector shall verify that the LTC has complied with the provisions set out in these regulations.**
- m) where the **LTC** has decided to **refuse** tenure, and no appeal is possible or has been **lodged**, the notification by the **Vice-Rector Services** to the **candidate, referred to in 19.15 k)** above, shall **serve** as formal university notification that tenure has been refused.
- n) where the **LTC** has decided to grant tenure, the **Rector** shall transmit the **LTC** file and report on the candidate to the Board of **Governors**.
- o) where tenure is conferred by the Board of Governors, it shall be **effective June 1** following the application. **The** secretary of the **Board of Governors** shall so inform the candidate.



**ARTICLE 20**

**PERFORMANCE EVALUATION**

General

- 20.01 This article takes *effect* in **Spring 1991** for the **purpose** of distributing the **Salary progression steps (SPS)** (see Article 39) in the academic year **1991-1992**. *Salary Progression steps in 1989/90 and 1990/91 are distributed in accordance with the Performance Review for Career Development Increments* carried out under Article 20 of the previous contract.
- 20.02 A Performance Evaluation for the purpose of distributing salary progression steps (SPS) shall be carried out every **odd-numbered year** beginning in the **Spring of 1991**. The sole basis for the distribution shall be excellence in performance using the criteria set out in Articles **14.01** and **15.01** for faculty and librarian members, respectively.
- 20.03 An overall scale of zero (0) to **four (4) points** shall be used for the evaluation. The range from **zero** to three (0-3) points shall be used, in *the first instance*, at the **departmental level**. The range from three to four (3-4) points is to be used **only** at the **Faculty** and at the **Vice-Rector level**.
- 20.04 The evaluation shall include the period of the previous two **(2) years**. All **ongoing members including those on leave** will be **subject** to performance evaluation. (See Articles **20.13**, **20.14**, **20.23** and **20.24** for details on eligibility.)

Faculty

- 20.05 Performance in teaching, **research** and **scholarship**, and service to the **University** and the **community** shall be evaluated by the Department Personnel Committee (DPC) and reviewed by the Faculty Personnel Committee (FPC), with an additional review as set out in Article **20.10**. The general procedures of Article **14.04** shall apply with the exception of the following; a secret ballot shall not be required at the **FPC** and the **Dean** shall vote **only** in the case of a tie. In the case of differences between this article and Article **14**, the provisions of this article shall apply.
- 20.06 On or before **March 15th in odd-numbered years**, **ongoing members** shall submit to the department chair documentation relevant to their activities **during** the evaluation period covering each of the following areas: (1) **teaching**, (2) **research and scholarship**, and (3) **service to the University and the community** (see Article **14.01**). At the **same time**, members shall submit to the chair a set of numerical weights

reflecting the composition of *their* activities in each *area* during the evaluation period. This set of weights may be used for purposes of this evaluation only and will take the following form:

- (i) it will contain three numbers, one for each area of activity,
- (ii) each number will have a value between 0.1 (10%) and 0.8 (80%) in steps of 0.1 (10%),
- (iii) the three numbers will total 1.0 (100%).

20.07 The Department Chair shall convene the DPC in late March and shall provide it with the documentation described in 20.06. The DPC shall evaluate ongoing members of the department and rate them on each of the three areas of activity, using only integer numbers from zero to three (0-3) inclusive. Articles 14.04.1 d) and e) apply to the evaluation. The ratings for each department member in the three areas of activity are to be averaged by the DPC using a set of weights conforming to the form set out in 20.06 and resulting in a weighted total. The DPC may use the weights submitted by the member for this purpose. If, however, the DPC chooses to use a different set of weights in the averaging process, the justification for the alternate choice must be included in the reasoned report. In the departmental evaluation the DPC may award no more points in total to members of the Department than two (2) times the number of ongoing members being evaluated in the department/unit. The DPC's reasoned report for each member shall include the ratings in each area (i.e. 0, 1, 2 or 3), the weights used, and his/her weighted total as well as the departmental median and range. The Department Chair will forward all reports and dossiers to the FPC by April 10. The reasoned report for each member shall be sent to the member at the same time as it is forwarded to the FPC.

20.08 Members who feel that the rating and/or weighting of the DPC does not adequately reflect their contributions during the evaluation period may appeal in writing to the FPC with a copy to the Department Chair by April 25.

20.09 The FPC will review the point assignment for each member evaluated by the DPCs. The role of the FPC is to recognize outstanding performance, to add points, where appropriate, to ensure that similar performance is given similar recognition across all departments, and to consider the appeals of members under 20.08. The FPC is allotted a total of 0.5 times the number of ongoing members being evaluated in the Faculty which it may add, in units of 0.1 up to 3 points and in units of 0.5 between 3 and 4, to the point total of any member it

25

judges appropriate. **The FPC shall not reduce the points allotted to an individual by the DPC and shall not bring any individual member's total above four (4) ~~pints~~. The FPC will forward the report from the DPCs and its own report with the point assignment including reasons, if appropriate, for each member to the Vice-Rector, Academic. The FPC report for each member shall be sent to the member and to the Department chair at the same time.**

- 20.10 **The Vice-Rector, Academic, together with the Faculty Deans, may allocate additional points totalling up to 0.1 times the total number of ongoing members being evaluated. The purpose of this allocation is to ensure that similar performance is given similar recognition across the four Faculties. No more than 0.5 pints may be allotted to any one individual member nor may any individual member's total exceed four (4) ~~pints~~. After adding the points provided for in this paragraph and calculating the SPS, according to Article 39, the Vice-Rector, Academic will advise each faculty member of his/her point total, that is, the sum of the DPC, FPC and Vice-Rector's points distribution, and the SPS, with a copy to the Association by May 31. Salaries will then be increased by the appropriate amounts in accordance with Article 39.03.2A.**
- 20.11 **Salaries in the even year following the review will be increased by an SPS payment identical to that in the previous year or increased as per 40.14.**
- 20.12 **A member who receives a point total of less than one (1) is not performing in a satisfactory manner. point totals below one (1) are appealable to the University Appeals Board in accordance with Article 21, notwithstanding 21.04. A member whose appeal is upheld shall be granted a point total of one (1).**
- 20.13 **The ongoing members being evaluated include those faculty members whose names appear on the list arising out of Article 12.04 k (i) as well as those on a one-year leave of absence without pay. Not normally included are those members who, for the entire evaluation period, are on long-term disability, political leave or leave without pay.**
- 20.14 **Immediately after the signing of the collective agreement, the Dean shall contact all members on sabbatical leave by registered mail to notify them of the new performance evaluation procedure and request that pertinent information be forwarded to their Department Chair/Unit Head by March 15th, 1991. If any of these members are unable to submit their dossiers, they should be informed to contact their Dean to make arrangements for their evaluation.**

### Librarians

- 20.15 Professional contributions to the Libraries' operation and development, performance in research and scholarship, and service to the University and the community shall be evaluated by the Divisional Personnel Committee (DPC) and reviewed by the Library personnel Committee (LPC) with an additional review as set out in 20.20. The general procedures of Article 15.04 shall apply with the exception of the following; a secret ballot shall not be required at the LPC and the Director shall vote only in the case of a tie. In the case of differences between this article and Article 15, the provisions of this article shall apply.
- 20.16 On or before March 15th in odd-numbered years, ongoing members shall submit to the Head of the division documentation relevant to their activities during the evaluation period covering each of the following areas: (1) professional contributions to the Libraries' operation and development, (2) research and scholarship, and (3) service to the University and the community (see Article 15.01). At the same time, members shall submit to the Head of the division a set of numerical weights reflecting the composition of their activities in each area during the evaluation period. This set of weights may be used for purposes of this evaluation only and will take the following form:
- (i) it will contain three numbers, one for each area of activity,
  - (ii) each number will have a value between 0.1 (10%) and 0.8 (80%) in steps of 0.1 (10%),
  - (iii) the three numbers will total 1.0 (100%).
- 20.17 The Head of the division shall convene the DPC in late March and shall provide it with the documentation described in 20.16. The DPC shall evaluate ongoing members of the division and rate them on each of the three areas of activity, using only integer numbers zero to three (0-3) inclusive. Articles 15.04.1 d) and e) apply to the evaluation. The ratings for each division member in the three areas of activity are to be averaged by the DPC using a set of weights conforming to the format set out in 20.16 and resulting in a weighted total. The DPC may use the weights submitted to the member for this purpose. If, however, the DPC chooses to use a different set of weights in the averaging process, the justification for the alternate choice must be included in the reasoned report. In the divisional evaluation the DPC may award no more points in total to members of the Division than two (2) times the number of ongoing members being evaluated in the division.

The DPC's **reasoned report** for **each** member shall include the ratings in each area (i.e. **0, 1, 2 or 3**), **the weights used, and his/her weighted total as well as the divisional median and range.** The Head of the division will forward all reports and dossiers to the LPC **by April 10.** The reasoned report for each member **shall be sent to the member at the same time it is forwarded to the LPC.**

- 20.18 Members who feel that the **rating and/or** weighting of the DPC does not adequately reflect **their** contributions during the evaluation period may **appeal** in writing to the LPC with a copy to the **Head of the division by April 25.**
- 20.19 The LPC will review the **point assignment** for each member evaluated by the DPCs. **The role of** the LPC is to recognize outstanding performance, to add points, where appropriate, to **ensure** that similar performance is given similar recognition across the divisions, and to consider the appeals of members under 20.18. **The LPC is allotted a total of 0.5 times the number of ongoing members being evaluated in the Libraries which it may add, in units of 0.1 up to 3 points and in units of 0.5 between 3 and 4, to the pint total of any member it judges appropriate.** The LPC shall not reduce the points allotted to an individual by the DPC and shall not bring any individual member's total above **four (4) points.** The LPC will forward the report from the DPCs and its own report with the point assignment including **reasons,** if appropriate, for each member to the Vice-Rector, Services. **The LPC report for each member shall be sent to the member and to the Head of the division at the same time.**
- 20.20 **The Vice-Rector, Services, together with the Director of Libraries may allocate additional points totalling up to 0.1 times the total number of ongoing members being evaluated.** The purpose of this allocation is to **ensure** that similar performance is given similar recognition across the Libraries. No more than 0.5 points may be allotted to any one individual member nor may **any individual member's total exceed four (4) pints.** After adding the points provided for in this paragraph and calculating the SPS, according to Article 39, the Vice-Rector, Services will advise each librarian member of his/her point total, that is, the **sum** of the DPC, LPC and **Vice-Rector's** points distribution, and the SPS, with a copy to the Association **by May 31.** Salaries will then be increased by the appropriate amounts in accordance with Article 39.03.2B.
- 20.21 Salaries in the **even year** following the review will be **increased by an SPS payment identical to that in the previous year or increased as per 40.14.**

- 20.22 A member who receives a point total of less than one (1) is not performing in a satisfactory manner. point totals below one (1) are appealable to the University Appeals Board in accordance with Article 21 and notwithstanding 21.04. A member whose appeal is upheld shall be granted a point total of one (1).
- 20.23 The ongoing members being evaluated include those librarian members on a one-year leave of absence without pay. Not normally included are those members who, for the entire evaluation period, are on long-term disability, political leave or leave without pay.
- 20.24 Immediately after the signing of the collective agreement, the Director of Libraries shall contact all members on sabbatical leave by registered mail to notify them of the new performance evaluation procedure and request that pertinent information be forwarded to their Head of division by March 15, 1991. If any of these members are unable to submit their dossiers, they should be informed to contact the Director of Libraries to make arrangements for their evaluation.

## ARTICLE 21

### APPEALS

21.01 There shall be a single University Appeals Board (UAB). The UAB is neither a grievance committee nor a substitute for peer evaluation, but an appellate panel available to full-time members of the bargaining unit. It shall hear appeals limited to reappointment, tenure, promotion (except as per Articles 14.05 and 15.05) and performance evaluation as per Articles 20.12 and 20.22.

21.02 In its deliberations, the UAB shall accept that the criteria derive from the particular goals and objectives of a Faculty/Library and its departments.

21.03 The UAB shall be convened each year. In hearing appeals, it shall in particular determine whether:

- 1) the criteria applied at the Faculty/Library level, having been clearly articulated, were reasonably and consistently applied;
- 2) the proper procedures set out in this agreement were followed.

21.04 RIGHT OF APPEAL

Appeals may be based on grounds of substance or on a combination of grounds of substance and procedure. Perceived injustices based solely on alleged violations of procedure fall under the purview of Article 22. If successful, such cases normally lead only to a reconsideration of the issue in question. However, notwithstanding 21.04 a), 21.04 b), and 21.06 h) iii), the Joint Grievance Committee has the right to refer such cases to the UAB when warranted.

a) Individual right of appeal

An individual has the right to appeal in all cases where his/her application has been rejected, unless the recommendations/decisions at all levels are congruent with at least seventy-five percent (75%) of all the committee members at both the departmental level and the faculty level voting in favour of the recommendation/decision.

b) Departmental right of appeal

The department has the right to appeal in cases where its recommendation/decision has been rejected at any higher level and when at least seventy-five percent

(75%) of all the ~~committee~~ members at the **Departmental** level voted in favour of the **recommendation/decision**.

- c) Members with a probationary appointment who are granted renewal of appointment may not **appeal** the conditions of reappointment (e.g., the rank, the length of the contract, etc.).

#### 21.05 **COMPOSITION AND ELIGIBILITY**

- a) **The composition of the Appeals Board shall be as follows:**
- i) one (1) full-time faculty member elected by and from the full-time faculty members of the Faculty of Arts and Science;
  - ii) one (1) full-time **faculty** member elected by and from the **full-time** faculty members of the Faculty of Commerce and Administration;
  - iii) one (1) full-time faculty member elected by and from the full-time faculty **members** of the Faculty of **Engineering** and Computer science;
  - iv) one (1) full-time faculty member elected by and from the **full-time** faculty **members** of the Faculty of Fine **Arts**;
  - v) one (1) full-time librarian member elected by and from the full-time librarian **members**;
  - vi) two (2) full-time faculty **members** to be elected by the full-time faculty at large, one to come from the Faculty of Arts and Science and one from the other Faculties. **Nominations** for these positions shall **come** from **the** President of CUFA and the Vice-Rector Academic;
  - vii) to provide for cases where a regular **UAB** member is unable to serve (e.g., illness, conflict of interest, etc.), there **shall** be elected an alternate for each of the seven (7) positions according to the same **procedures**;
  - viii) alternates in a given **year** shall become regular **UAB** members at June 1 of the following **year**.
- b) i) to be eligible for service as **UAB** members or alternates, candidates **must** be tenured and in at **least** their third (**3rd**) year of full-time service at **Concordia** University. Persons are not eligible



to **serve as alternates** or regular members of the UAB while on leave, **but** they may be elected while on leave **for** service on their return in the following academic year;

- ii) for each position on the **UAB** the alternate and member shall be from different **departments/library** divisions;
- iii) if a member of the UAB is a member of the same **department/library** division, as an appellant, the UAB member shall withdraw from the UAB **during** consideration of **this appeal** and be replaced by the alternate from that **Faculty/library**.
- c) The UAB shall choose its own chair from the elected **members**. **The chair** shall vote only in the case of a tie.
- d) **The Chair** of the UAB shall be **granted** one **three (3)** credit **course** remission or the equivalent **for** each **year** that he/she **serves in** that position. **The cost** of replacement for the remission, at the prevailing part-time rate, shall be borne by the Association in odd numbered years and by the Employer in even **numbered years**.
- e) The **UAB** shall be provided with a non-voting secretary to facilitate its operation.
- f) Nominations shall be received **by March 1** with elections to take place during the months of March and April.

21.06

**PROCEDURES**

- a) In the case of tenure, notice of intent to appeal must be filed **by May 21** with the appropriate Vice-Rector in accordance with Article 18 or 19,
- b) In all other cases, notices of intent to appeal **must** be sent to the secretary of the University Appeals Board, with **a copy** to the Association, within **twenty (20)** working days of the date of written notification of the decision being appealed.
- c) In all cases, the documented appeal **must** be lodged with the Secretary of the **UAB** with **a copy** to the appropriate vice-Rector and Dean/**Director** and the **Department Chair/** Division Head, within **twenty (20) working days** of the notice of intent to appeal.

- d) An appeal against a decision must be reasoned and indicate the specific grounds whether substantive and/or procedural, on which it is based.
- e) i) the appellant, the Department Chair/ Division Head, the Dean/Director or Vice-Rector, have the right to be heard by the UAB, to call and examine witnesses, and also to be present with the right to rebut and cross-examine when one of them or a witness is to appear. The UAB has the power to decide that sufficient witnesses have been heard on a given point;
- ii) the appellant has the right to be accompanied or represented by a full-time faculty member or librarian as an advisor.
- f) In the case of appeals on tenure, the Department Chair/Division Head may be replaced by any other member of the DTC at its discretion.
- In the case of other appeals, the DPC may, in addition, send a member of the DPC at its discretion.
- g) The UAB shall receive copies of the entire record, including the candidate's dossier and all recommendations and reports. It may call witnesses and obtain any other information required. It may also require additional written or oral information or clarification from any of the parties. A request for such additional information or clarification to any of these parties shall be accompanied by notification to the other parties, and they shall be given the opportunity to respond to additional material.
- h) i) No recommendation shall be reversed by the UAB on the basis of procedural irregularities only.
- ii) where the UAB finds that procedural irregularities have occurred that might reasonably have affected the recommendation, the case shall be referred back to the level where the irregularities occurred, for reconsideration.
- iii) The UAB shall only consider those substantive issues that were alleged in the appeal. In dealing with substantive issues, the UAB is itself competent to judge on teaching performance and on service to the university and the community for faculty members; and in the case of librarians, on the

contribution to the direct and indirect services to users provided by the library, as well as service to the University. The UAB must however, elicit opinion from outside experts prior to making its own judgment on matters relating to the competence of the candidate in research and other creative activity. In such cases, such outside experts shall be chosen as set out below.

- i) In all appeals requiring recourse to outside experts, the candidate shall be asked to provide the UAB with a list of four (4) experts with an appropriate statement of their credentials. A second list of four (4) experts, with an appropriate statement of their credentials, will be provided by the Dean/ Director.
- j) The required lists must be supplied to the UAB within ten (10) days of the UAB's request.
- k) The UAB shall choose the persons from the lists provided as follows:
  - i) if there are three (3) or four (4) names common to both lists, those persons shall be chosen, and the group shall consist of three (3) or four (4) experts, as the case may be;
  - ii) if one (1) or two (2) names are common to both lists, those names shall be chosen and one (1) additional name chosen from each list;
  - iii) if no names are common to both lists, the UAB shall choose two (2) names from each list.

In the event that an expert is unavailable for service, the UAB shall choose a replacement from the lists submitted.

- l) The decisions of the UAB shall be given in writing with reasons and shall be final and binding. The Secretary shall send the Rector the file with regard to each case, including the recommendations and the supporting documentation of the previous proceedings, the reasoned decision and recommendations of the UAB and any dissenting opinion.
- m) The Secretary shall notify the appellant and other parties involved, including the Association, in writing, of the decisions of the UAB.
- n) The Employer shall arrange for the implementation of the UAB's decisions as soon as possible.

**ARTICLE 22**

**GRIEVANCE AND ARBITRATION**

22.01 'Grievance' means any disagreement between the Employer and the Association, or between the Employer and an employee or group of employees regarding the interpretation or the application of the collective agreement. A grievance is filed by the "grieving party" who may be an individual faculty member/librarian, the Association or the Employer.

Notwithstanding the above, no procedure prescribed in this agreement which contains a specific appeal process, binding on both parties, shall be subject to the Grievance and Arbitration Procedure of this Article except in cases where the individual or the Association alleges violation of: Article 6 (Academic Freedom), Article 7 (Non-discrimination), or the procedure established in Article 21 (Appeals). In the case of promotion to Full Professor and Senior Librarian Article 14.05 and Article 15.05 shall apply. The grieving parties agree that in such a case the substance of the matter is not subject to the grievance and arbitration procedure.

22.02 A grievance shall:

- i) specify which provision of the agreement has allegedly been violated;
- ii) specify what remedy or remedies the grievor believes to be sufficient to correct the alleged violations;
- iii) in the case of a grievance by an individual, it shall be signed by the grievor and sent to the Association which shall acknowledge receipt to the grievor and forward the grievance to the Dean/Director. Before forwarding a grievance, the Association shall endeavour to counsel the individual but will in no case refuse to forward the grievance to the Dean/ Director. The Association retains all its rights of decision at further stages of the grievance process.

22.03 The parties agree that it is preferable to resolve problems through discussions among those persons most directly concerned before submitting a written grievance.

To this end, an individual is encouraged to discuss a potential grievance with the Department Chair/ Supervising Librarian and/or Dean/Director as soon as possible. It is expected that the discussion will end a maximum of twenty (20) days after the grievor becomes aware of the problem. This time limit may be extended by mutual agreement.

PROCEDURE FOR HANDLING GRIEVANCES

The parties agree to make every reasonable and earnest effort to encourage the prompt, amicable and fair resolution of grievances.

A grievance filed by an individual

- a) **Stage One:** If the dispute or difference cannot be settled informally, a grievance shall be submitted in writing to the Dean/Director within fifteen (15) days of the end of the discussion period.

If the grieving individual chooses not to discuss the potential grievance with his or her Department Chair/Supervising Librarian and/or Dean/Director, a grievance shall be submitted in writing to the Dean/Director, in accordance with 22.02 iii), within thirty (30) days of awareness of the problem.

The Dean/Director shall respond in writing to the grievance within fifteen (15) days of the receipt of the written grievance.

- b) **Stage Two:** If the grievance is not resolved at Stage One and is to be continued, the grievance shall be referred in writing within twenty (20) days of the receipt of the written response specified in Stage One to the Labour Relations Office for submission to the Joint Grievance Committee.

Submissions to the Joint Grievance Committee shall include a copy of the grievance filed at Stage One, a copy of the decision of the Dean/ Director, and a statement of the reasons for disagreement with the decision.

The Joint Grievance Committee shall normally hear the grievance within thirty (30) days of receipt of the notice. The JGC shall forward written notification of its timetable in advance to the Association, the Labour Relations Office and the parties to the grievance.

Committee decisions and recommendations shall be communicated to the grievor(s), the Dean/Director or the person to whom the grievance is addressed, the Association and the Employer within twenty (20) days of its first (1st) meeting.

- c) **Stage Three:** Upon receipt of the recommendation(s) of the Joint Grievance Committee, the Employer (in the case

of a grievance filed by the Association) or the Association (in the case of a grievance filed by the Employer) shall make a decision and communicate that decision to the parties concerned as per 22.04 b) (fourth (4th) paragraph) within twenty-five (25) days of receipt of the recommendation of the Joint Grievance Committee. The decision shall be implemented as soon as possible unless the other party chooses to proceed to arbitration. A decision to reject the recommendation shall include the reasons.

- d) **Stage Four:** The Association or the Employer is entitled to submit the grievance to arbitration if dissatisfied with the decision rendered at Stage Three. The other party must be notified in writing of the decision to proceed to arbitration within twenty (20) days of receipt of the decision foreseen in 22.04 c).

**22.05**     An Association Grievance or an Employer Grievance

An Association grievance (i.e., a grievance involving more than one employee) or an Employer grievance shall be submitted directly at Stage Two of Article 22.04.

**22.06**     The Joint Grievance Committee

Persons selected for the Joint Grievance Committee (JGC) shall not act or serve as representatives of either party to this agreement, but shall use their independent judgement in attempting to resolve grievances.

- a) JGC shall be composed of four (4) persons.

Two (2) appointees and one (1) alternate shall be selected by the Association from a list of at least five (5) nominees provided by the Employer.

Two (2) appointees and one (1) alternate shall be selected by the Employer from a list of at least five (5) nominees provided by the Association.

- b) The four (4) JGC appointees and the two (2) alternates shall be designated by September 1st of every year and shall serve for a one-year term.

The four (4) JGC members must be present at all deliberations of the Committee.

- c) To provide for cases where a regular member of the JGC is unable to serve (e.g. illness, conflict of interest, etc.), the alternate chosen from the same list as that member shall serve in his/her place.

- d) The JGC shall **meet in camera** and give a fair **hearing** to each party in a grievance.
- e) The **committee** shall establish its own **procedures** and invite any person to **appear before it**.
- f) **Committee Conclusions and Recommendations:**
  - i) **in the event that the committee decides unanimously that there is no basis for a grievance, this conclusion shall be reported to both grieving parties;**
  - ii) **in the event that the committee decides unanimously to recommend a resolution of the grievance, a reasoned recommendation shall be submitted to the Employer or the Association for a decision;**
  - iii) **in the event that the committee decides to recommend, but not unanimously, the rejection of the grievance or a resolution of the grievance, the recommendation, together with the reasons, shall be communicated to the Employer and the Association for decision;**
  - iv) **in the event that the committee is unable to reach a decision it shall so report to the Rector or the President of the Association;**
  - v) **committee conclusions and recommendations as specified in (i) to (iv) above shall be communicated to all parties identified in 22.04 b) (fourth (4th) paragraph).**

22.07 within **twenty (20) days** of receipt of notice to proceed to arbitration **foreseen** in Article 22.04 d), the parties shall meet to choose an arbitrator.

22.08 The grievance shall be **submitted to one** of the arbitrators listed, chosen by lot.

1. **André Rousseau**
2. **Jean-Guy Clément**
3. **André Sylvestre**
4. **Jean-Pierre Lussier**
5. **Francine Gauthier-Montplaisir**
6. **Diane Sabourin**

- 22.09 The arbitrators shall serve for the duration of the collective agreement. By mutual agreement of the parties, an arbitrator may be removed from the list and replaced by a substitute.
- 22.10 If none of these arbitrators is available, the parties shall agree on the choice of another arbitrator, or failing agreement, one of the **parties may ask the Minister** of Labour to designate an arbitrator in accordance with the provisions of the Labour **Code**.
- 22.11 The parties may agree to submit the grievance to the Minister of Labour's accelerated arbitration service.
- 22.12 The arbitrator shall rule on the grievance in accordance with the provisions of the collective agreement and in no event shall the arbitrator have the power to add to, subtract from, or modify the agreement in *any* way.
- 22.13 In disciplinary matters, the arbitrator may quash or maintain the disciplinary **measure** or render any other decision which the arbitrator **judges** appropriate **under** the **circumstances**.
- 22.14 The decision of the arbitrator shall be final and binding on the parties. **The** decision of the arbitrator shall be maintained until any judicial appeals and procedures are concluded.
- 22.15 The fees and expenses of the arbitrator shall be shared equally between the **parties except** for arbitration which follows a unanimous decision by the Joint Grievances Committee that there is no basis for the grievance, in **which case** the grieving party shall assume the entire cost of the arbitrator.
- 22.16 A technical error in the written submission of a grievance does not result in its nullity. The party submitting the grievance shall **make** every effort to set forth the matter in question competently, but the formulation of the grievance, as well as the citation of the relevant articles of the collective agreement, may be amended on condition that the effect of the amendment is not to change the nature of the grievance. If the **amendment is** presented during the **hearing**, it can only be made according to the conditions **which** the arbitrator **judges** necessary to safeguard the rights of the adverse party.



- 22.17 If at any stage of the grievance and arbitration procedure there is a failure of either party to respond or proceed to the next step, including arbitration, within the time limits stipulated, unless it has been mutually agreed in writing to modify them, the *other* party is entitled to go to the next stage.
- 22.18 The parties to a grievance may agree in writing to dispense with a stage or stages of the above mentioned grievance procedure and proceed to the next stage.

## ARTICLE 23

### PERSONNEL FILES

- 23.01 a) The Employer shall **maintain** one (1) official personnel file for each **member** which shall contain only material **pertaining** to the **employment** of that member. This file shall be the **only** file used in decisions **respecting any** and all terms and conditions of **employment** of the member.
- b) A member shall be sent a copy of any material added to or removed from her/his personnel file at the time of filing, unless such material **was submitted** by the member.
- c) **Custody** of all personnel files shall be by the **member's Dean/Director**, although copies of some or all of the materials in the official personnel file of each **member** may be **kept** within a member's department provided that the **member** is so informed, and **an** inventory of specific materials forwarded from the official personnel file is contained in the official file itself.
- 23.02 In accordance with the Provincial law on access to information, a member or a duly authorized representative of a member is entitled to examine the **member's** official personnel file, except for confidential information (that is, letters of reference officially solicited) **during normal** business hours, in the **presence** of an authorized person. The member shall not be allowed to **remove** the personnel file or **any part** thereof from the office of the Dean/ Director.
- 23.03 As regards confidential information, the **member** shall be advised as to the author, date, type of document and purpose for which the confidential information has been obtained.
- 23.04 The **member** shall have the right to have included in the official file written **comments** on **any** of the contents of the file.
- 23.05 The **member** may, on written request and at the **member's** expense, obtain a copy of any **documents** to which she or he has the right of examination.
- 23.06 Access to the members' file shall be restricted to the **member** or the **duly** authorized representative, **and** to **duly** authorized representatives of the Employer.
- 23.07 No anonymous material shall be **kept** concerning **any** member. Aggregate statistical information will **not** be considered anonymous material in the interpretation and application of this article.

- 23.08 The Employer shall remove from the file any warning issued in accordance with Article 29, after a period of three (3) years has elapsed, provided no further warning has been issued. <sup>09</sup>/<sub>1</sub>
- 23.09 A member shall have the right to request the Dean/Director to remove from the official file and destroy forthwith any demonstrably false or inaccurate information.

## ARTICLE 24

### OUTSIDE PROFESSIONAL ACTIVITIES

- 24.01 Members may engage in paid or unpaid outside professional activities under the following conditions:
- a) such activities must not interfere with the performance of the member's assigned duties and responsibilities;
  - b) a member shall not devote more than one (1) day equivalent per week to such activities in any academic year;
- 24.02
- a) In the case of unpaid outside professional activities the member shall report annually to the Dean/Director on the nature and scope of the activities.
  - b) The Employer shall not underwrite any extraordinary costs of outside professional activities unless the Dean/Director has provided a written commitment before the activity is undertaken.
- 24.03
- a) In the case of paid outside professional activities, the member shall report annually to the Dean/Director on the nature and scope of the activities and shall obtain prior written approval from the Dean/Director or, in her or his absence, a designated representative. However, in cases where such prior approval cannot be reasonably obtained, a member may nevertheless agree to undertake paid outside professional activity of up to three (3) days duration provided the provisions of 24.01 (b) are complied with and further provided that the above-mentioned authorization is sought within two (2) working days.
  - b) In the case of such outside professional activities, if university facilities are used with the Employer's written consent, the member shall pay the cost for any computer time, laboratory equipment and supplies, long distance calls, secretarial services, reproductions, accounting and outside mail services, as appropriate, in the course of the activities. The member remains responsible for all matters concerning the scientific, technological and financial control of the project.
- 24.04 Faculty members normally will not teach courses at other institutions during the fall and winter terms. However, in exceptional cases, permission to do so may be granted by the Dean. In all such cases written approval must be obtained one (1) month prior to the commencement of the course.

**ARTICLE 25**

**REDUCED-TIME APPOINTMENTS**

- 25.01 A 'reduced-time appointment' is defined as one in which a full-time tenured member of the bargaining unit, at his or her request, carries on an on-going basis a reduction of duties and responsibilities, pursuant to the remainder of this Article. Each and every reference to reduced-time appointment shall be understood to mean "on-going reduced-time appointment".
- 25.02 An application for a reduced-time appointment shall be made in writing to the Dean/Director, with a copy to the Association, at least nine (9) months prior to the commencement of the reduced-time appointment.
- 25.03 The application shall be accompanied by the recommendation of the member's Department Chair/ Division Head.
- 25.04 A member applying for a reduced-time appointment who so wishes may be accompanied by a representative of the Association at discussions concerning said reduced-time appointment.
- 25.05 Normally the reduction in time shall not exceed one half (1/2) of the member's full-time service.
- 25.06 The Dean/Director shall make a recommendation to the appropriate Vice-Rector. In developing the recommendation, the Dean/Director will be guided by the reasons stated for the proposed reduction in duties, and the academic and financial requirements of the unit.
- 25.07 The Employer shall not unreasonably withhold approval of requests for transfer from full-time to reduced-time status.
- 25.08 The letter regarding the reduced-time appointment shall be sent by the appropriate Vice-Rector and shall state clearly the nominal base salary, the assigned duties and responsibilities, the actual salary, the effective date of the reduced-time appointment, and any other terms and conditions.
- The letter shall be sent at least six (6) months prior to the commencement of the reduced-time appointment.
- 25.09 upon receipt of the offer of the reduced-time appointment, the member shall have twenty (20) days to indicate in writing to the Vice-Rector acceptance of the reduced-time appointment and all of its terms and conditions as specified in the Vice-Rector's letter.

- 25.10 No reduced time ~~appointment~~ shall take ~~effect~~ until and unless the appointee indicates in writing to the Vice-Rector acceptance of the ~~appointment~~ and all its ~~terms~~ and conditions as specified in the ~~Vice-Rector's~~ letter.
- 25.11 A member who accepts a reduced-time appointment shall have the same access to all university facilities as if employed on a full-time basis; and where the member has accepted a reduced workload in order to devote additional time to research, the Employer shall not unreasonably deny increased access to university research facilities.
- 25.12 A member granted a reduced-time appointment shall continue to be a member of the bargaining unit and shall be covered by the collective agreement and shall benefit from all its rights and protections.
- 25.13 A member granted a reduced-time appointment shall have a nominal base salary computed as if the member were continuing on full-time status. All relevant salary adjustments shall be applied to this nominal base salary. The actual salary to be paid to the member shall be pro-rated from the nominal base salary in direct relation to the approved reduced duties for the reduced-time appointment.
- 25.14 A member granted a reduced-time appointment who is a participant in the Employer benefit plans shall continue to participate in the plans. The Employer's contributions shall be based on the nominal base salary. Coverage in the university pension plan, the life insurance plan, and the long term disability plan shall be based on the nominal base salary of the member. Should the member be a contributing member of the pension plan, the member's contributions shall be based on the member's nominal base salary.\*
- 25.15 For the purposes of computing credited service in pension calculations, a member on reduced-time appointment shall receive credit as if employed on a full-time basis.
- 25.16 Eligibility for applying for leave shall be determined on the basis of calendar years of service as if the member were working full-time. Payments to a member on salaried leave shall be reduced from the normal leave salary by the same percentage as the member's actual salary is reduced from the nominal base salary.
- 25.17 A member granted reduced-time appointment may return to full-time service within the first five (5) y— following the effective starting date of the member's reduced-time appointment provided the member gives twelve (12) months prior notice to the appropriate Vice-Rector of the intention to do so.

- 25.18 Notwithstanding the above, a reduced-time appointment with pro-rated pay, for a predetermined fixed duration, may be granted to any tenured member who applies for such status. Normally the reduction shall not exceed two-thirds (2/3).

To this end, Articles 25.02 (with a three (3) month notice period), 25.03, 25.04, 25.06, 25.07, 25.08 (with a two (2) month notice period), 25.09, 25.10, 25.11, 25.12, 25.13, 25.14, 25.15 and 25.16 Shall apply.

25.19 **Special Reduced-time Arrangement**

Any member aged fifty-five (55) years or over with ten (10) or more years of service shall be entitled to a special reduced-time arrangement whereby the member's duties and responsibilities are reduced.

A member who enters into a special reduced-time arrangement shall have a nominal base salary computed as if the member were continuing on full-time status. All relevant salary adjustments shall be applied to the nominal base Salary. The actual salary paid to the member shall be pro-rated from the nominal base salary in direct relation to the approved reduced duties for the reduced-time arrangement. Should the reduction in duties exceed 49% the member shall be paid an additional one and one-half percent (1.5%) of the said nominal base salary for each year of full-time service at the university in excess of ten (10) years up to twenty (20) years of full-time service, to produce an actual salary not exceeding sixty-five percent (65%) of the nominal base salary.

To this end, Articles 25.02, 25.03, 25.04, 25.06, 25.07, 25.08, 25.09, 25.10, 25.11, 25.12, 25.13, 25.14, 25.15, 25.16 and 25.17 shall apply.

\*

This is subject to the approval of Revenue Canada, the Ministère du Revenu du Québec and the Employer's insurers.

**ARTICLE 26**

**SABBATICAL LEAVE**

26.01 The purpose of sabbatical leave is to ~~serve~~ the objectives of the university by affording faculty ~~members~~ and librarians a regular **opportunity** to maintain and enhance their academic and professional **competence** free from normal **on-campus** teaching/professional and service obligations. sabbatical leave is **intended** to **promote intensive** scholarly and professional activity **through sustained periods** of concentrated research and study. The parties to this ~~agreement~~ **acknowledge** a joint responsibility to **ensure** the effective use of sabbatical leaves ~~so as to~~ **strengthen** the university in the achievement of its objectives.

26.02 Tenured members shall be eligible, upon application, for consideration for sabbatical leave as follows:

- a) after six (6) **years** of **continuous** full-time service, one year's leave at 85% of regular salary plus a \$4000 travel/conference allowance. **One** (1) year sabbatical leaves normally **commence** on June 1. For the purposes of eligibility for subsequent sabbatical leaves, service shall be counted from the end of the period of leave except as provided for **in 26.06.**

OR

- 62  
E-1
- b) after six (6) years of **continuous** full-time service, six (6) months leave at 100% of regular **salary** plus a \$2000 travel/conference allowance. Such six (6) month sabbatical leaves normally **commence June 1 or January 1.** For the purposes of eligibility for **subsequent** sabbatical leaves, service shall be counted from the end of the period of leave except as provided for in **26.06.**

OR

- c) after **three (3) years** of continuous full-time service, **six (6) months** leave at 85% of regular salary plus a \$2000 **travel/conference allowance.** Such sabbatical leaves normally commence on **June 1 or January 1.** For the purposes of eligibility for subsequent sabbatical leaves, service shall be **counted** from the end of the period of leave except as provided for **in 26.06.**

26.03 In exceptional **circumstances** necessitated by an extensive research plan, a **member** may request a two (2) year leave. Should such a leave be **granted,** the member shall receive 50% of base **salary** for each year away.



- 26.04 A member who is denied a sabbatical leave for financial reasons, or because satisfactory arrangements cannot be made to carry on the work of the applicant, shall not be denied on the next application for similar reasons.
- 26.05 a) Written application for sabbatical leave must be received no later than September 15 by the appropriate Vice-Rector.
- b) Applications shall be supported by a description of the work planned by the member during the proposed leave, indicating the activities to be undertaken, and any fellowship or travel grant applied for or received.
- c) The Vice-Rector shall consult with the applicant's Dean/Director and shall submit recommendations to the Personnel Committee of the Board of Governors.
- d) The Vice-Rector shall notify the member by December 31 of the year of the application whether or not the application has been granted.
- e) If a sabbatical leave is denied for other than the reasons stated in the clause 26.04, the member, upon written request to the Vice-Rector, shall be provided with a detailed written statement which establishes valid grounds for the denial.
- 26.06 a) The Employer may defer a requested sabbatical leave for up to one (1) year in the event the member's services are required for the period of time planned for the leave. Such deferral shall be counted as service towards an application for a subsequent leave.
- b) A granted sabbatical leave may be deferred by mutual agreement for up to three (3) years. The deferral shall be counted as service towards an application for a subsequent leave. A member's request for such a deferral shall not be unreasonably denied.
- 26.07 A member may apply to use part of the sabbatical leave salary as a research grant. The Employer assumes no responsibility for the taxation status of such a grant and shall report such grants in accordance with the income tax laws and regulations.

- 26.08 Other remuneration **which** the **member** may receive *during* the period of salaried leave is limited to an amount that brings the total to 120% of base salary inclusive of any **sum** identified as research grant under 26.07 above, but exclusive of grants for research purposes, **monies** obtained for authorized outside professional activities, **expenses** covered by the Employer and **payments** by other bodies to defray the travel and related **expenses** for the **member**. If **other** remuneration is sufficient to cause total **salary income** to exceed one hundred and twenty percent (120%) of **base salary**, the Employer will reduce its salary **payment** by an amount equal to that **excess**.
- 26.09 The member must prepare and forward to the **Dean/Director**, within **three (3) months** of **returning**, a full written account of the **member's** research, scholarly and professional activities during the leave. **As** well, the **member** must forward to the **Vice-Rector** a statement of any remuneration received as per 26.08.
- 26.10 **Time** spent on sabbatical leave counts as service with the university and the **member's** base salary while on sabbatical leave shall be adjusted by applicable salary clauses in the collective agreement.
- 26.11 It shall be assumed that the **member** **has** taken annual vacation during the sabbatical leave, in proportion to the length of the sabbatical leave, subject to the provisions of Article 31, Vacation.
- 26.12 A member shall not **normally occupy** her or his office for the duration of a sabbatical leave, but in consultation with the Department Chair/Division Head **arrangements** may be made to leave books and **equipment** in place at a **member's own** risk.
- 26.13 A member may cancel application for sabbatical leave by notifying the Vice-Rector in writing at least four (4) months prior to the commencement of the leave. After that date the leave normally may **not** be cancelled or deferred, unless the member has a valid reason, without forfeiting the right to reapply for sabbatical leave for **two (2) years**.
- 26.14 Pursuant to the provisions of Article 32.06, periods spent on unpaid leave shall be excluded from the calculation of service for sabbatical entitlement.
- 26.15 The Employer will defray the following costs, up to \$4000 as per 26.02 a) and up to \$2000 as per 26.02 b) and c), for a member on sabbatical leave, provided such costs are not covered by outside funds and provided that they form part of the leave application:

- a) travel to the principal place(s) at which the sabbatical leave will be spent;
- b) costs of dislocation such as moving and storage;
- c) conference registration fees and related travel and accommodation costs;
- d) tuition Costs;
- e) equipment, books, and supplies.

claims for expenses in these categories shall be accompanied by the originals of the supporting receipts.

26.16 A member who is not tenured and who has ten (10) or more years of continuous service shall be eligible for sabbatical leave under the provisions of this Article.

26.17 The Employer has the right to limit the number of full year sabbatical leaves granted to librarian members to five (5) at any given time.

**ARTICLE 27**

**PATENTS AND COPYRIGHTS**

**PATENTS**

**27.01 Preamble**

A university, as a center of research, is an important potential source of patentable inventions. Such inventions are the product of individual or group effort and imagination, normally developed within the university's academic activity and making use in most instances of space and equipment provided by the university for research and teaching purposes. The university has the responsibility to encourage invention and to make the results thereof available to the society which supports it.

The discovery of patentable inventions is not a basic purpose of university research, nor is it normally a condition for support of such research. However, in recognition of the contribution that can be made in this way to the national interest as well as the advantages that can accrue thereby both to the university and its researchers, the university naturally seeks to promote patenting, where appropriate, of the fruits of such research. Consequently, it is concerned with maintaining and encouraging the research that is the seed-bed of invention by treating inventions and patents as evidence of scholarly achievement and by ensuring an appropriate return to the inventor.

In a university, research is motivated principally by the desire to train researchers and discover new knowledge as well as by the desire to generate inventions. The policy on patents and inventions of this university is based on the greater recognition by the institution of the role of the individual inventor and on the possibility of sharing with such a person the rights to inventions.

27.02 Any invention resulting from work financed by a grant or contract where the granting or contracting body, as a condition of the grant or contract, requires that any patent be assigned to it, shall be governed by the conditions of the grant or contract.

27.03 A member who has produced an invention of a patentable nature and who intends to have the invention patented and/or the rights to the invention assigned, or who intends, in any manner, to exploit an invention commercially shall inform the Employer in writing of this intention, declaring whether or

not the discovery has been made and developed with the use of university funds, facilities, support or technical personnel. The Employer may within one (1) month of receipt of the statement of the member challenge in writing the declaration of the member as to the use of university funds, facilities or personnel in which case the matter shall be referred to the Patents and Copyright Committee. Any challenge by the Employer shall be null and void unless received within the above-noted time limit. Failure by the Employer to challenge the declaration of the member within one (1) month shall constitute a waiver of any rights which the Employer may have had in such discovery. If the member fails to disclose the existence of a patent application, it shall be understood that the Employer maintains its rights under this Article until disclosure is made.

- 27.04 The Employer waives all interest in or claim to any invention, improvement, design or development made by a member without the use of university funds, facilities, support or technical personnel. such inventions and any patents arising therefrom shall be the sole property of the inventor.
- 27.05 The Employer has entered or will enter into agreements with organizations, agencies or patent attorneys which permit the Employer to use their services in patenting and developing inventions. To gain the advantages of their services a member must do so through an agreement between the member and the Employer.
- 27.06 A member who produces an invention of a patentable nature in the course of employment and/or where university funds, premises, facilities, equipment or personnel were used in making the invention, shall be free to attempt to have it patented or not to do so. Should a member seek to have it patented the member has the option to use or not to use the services of the Employer and/or of organizations, agencies or patent attorneys retained by the Employer to pursue patent development.
- a) When members opt not to pursue patent development they may assign their rights to the university in which case the latter is free to pursue patent development on its own. Should the university make a profit from the invention, five percent (5%) of any net income shall be granted to the member for research.
  - b) When members opt to file a patent application on their own, the member shall conclude a written agreement with the Employer setting out in detail the understanding between the parties as to the respective rights and shares in the invention and any subsequent costs and/or income. Any disagreements may be referred to the Patents and Copyright Committee as per 27.19.

- c) when a member opts to have the university **handle** the rights in an invention by having it patented through the organizations, agencies or **patent** attorneys retained by the Employer, the following financial arrangements shall apply between the **Employer and the member**.
- i) **The first fifteen percent** (15%) of the total annual **income** from the patent which the Employer receives in **accordance** with the terms of its **agreement** with the organizations, agencies or patent attorneys retained by the Employer shall be transferred by the Employer to the **member**.
  - ii) Fifty percent (50%) of all additional income from the patent received by the Employer in **accordance** with **the** terms of its agreement with the organizations, agencies or **patent** attorneys **retained** by the Employer shall also be transferred by the Employer **to the member**.
- d) when **the member** opts to have the Employer handle **the** rights by **some** other procedure the member and the Employer shall conclude an **agreement** in writing setting out in detail the **understanding** between the parties as to the respective rights and shares in the invention and any subsequent costs and/or income.

27.07 The member agrees that the Employer has the right at its sole discretion to refuse or to **accept** to process any patent application, or to **refuse** or to **accept** to exploit any patent. This decision shall be made within four (4) months of receiving the **member's** notification envisioned in 27.03.

If the Employer fails to respond or refuses to process or exploit the patent within **this** four (4) month period, the member shall be free to **make his or her own** arrangements, but will contribute five percent (5%) of any net income\* to the university for research.

27.08 The university's name will not be used in connection with the development of an invention without authorization.

\* Net income means **gross income** to the member less all patent development and exploitation costs borne by the member.

#### COPYRIGHT

27.09 Unless otherwise specified in this Article, the member as author of a work shall hold the copyright to the work, whether or not it has been produced in the course of the **member's** employment.

27.10 The Employer waives all claim to the copyright in any work made by a member in the course of private work unrelated to university duties or in any work made in the course of outside consultation when such activities do not involve the use of university funds, facilities, equipment or personnel.

27.11 The copyright ownership of work produced by a member with financing from a grant or contract shall be subject to the stipulations of the granting or contracting body.

27.12 Journals or Magazines Published by the University

When such material is produced in the course of the member's employment and/or with the use of university funds, facilities, equipment or personnel, the Employer shall hold the copyright to the material under the following provisions:

- a) a member employed by the university or its agent to edit a journal or magazine published by the university shall not own any copyright therein except for articles or pieces written by the member;
- b) The university shall give due credit to the author of any work whose copyright it holds.

27.13 Computer Programs and Audio-visual Works

- a) A member who has produced a computer program or an audio-visual work and who intends to make an application for copyright registration shall inform the Employer in writing of this intention, declaring whether or not the work was made and developed with the use of university funds, facilities, support or technical personnel. The Employer may within one (1) month of receipt of the statement of the member challenge in writing the declaration of the member as to the use of university funds, facilities or personnel in which case the matter shall be referred to the Patents and Copyright Committee. Any challenge by the Employer shall be null and void unless received within the above-noted time limit. Failure by the Employer to challenge the declaration of the member within one (1) month shall constitute a waiver of any rights which the Employer may have had in the copyrighted work. If the member fails to disclose any copyrighted work it shall be understood that the Employer maintains its rights under this Article until disclosure is made.
- b) The author of the work may commercially exploit a computer program or audio-visual work or may grant the

university permission to do so. In either case the member and the university shall **conclude** an **agreement** in writing setting out in detail the **understanding** between the parties as to the ownership of the copyright and their respective rights and shares in the **copyrighted** work and any subsequent costs **and/or** income. **Any disagreements** may be referred to the Patents and Copyright **Committee** as **per 27.19**.

- 27.14 The author retains the right to require the work held by the university be amended, **altered** or updated, where the university and the author fail to agree on the nature of the alterations or amendments, the matter shall be **referred** to the Patents and Copyright **Committee**.

General Provisions

- 27.15 **The payment of** salary to a member and the provision of standard academic facilities shall not be included as a cost item in the calculation of costs **under this** Article.
- 27.16 When a **member** or a former **member** dies, the estate shall retain **all** rights under this Article.
- 27.17 When the member holds the patent or copyright the member shall grant the university a royalty-free, non-exclusive irrevocable licence to use any invention or copyrighted material in its educational **programs** which have **been made** in the *course* of the member's employment and/or with the use of university funds, premises, facilities or personnel.
- 27.18 A Patents and Copyright **Committee** shall be established **composed** of four (4) persons, **two** (2) to be named by the Employer and two (2) to be named by the Association with the chair alternating **between** the Association's representatives and the the Employer's representatives at each successive meeting.
- 27.19 The Patents and Copyright **Committee** shall be responsible for evaluating inventions under **this** Article; shall decide whether or not the **Employer** shall proceed with patent developments; shall mediate any **disputes arising** from this Article.



## **ARTICLE 28**

### **RESIGNATION**

- 28.01 A member who resigns shall give notice in writing and employment shall terminate as follows:
- Faculty: Notice to be given before March 1 (i.e., at least three (3) months prior to the end of the academic year). If the Employer agrees to accept a resignation tendered between March 1 and September 1, it reserves the right to establish May 31 as the effective date of resignation.
- Librarians: One (1) month notice; resignation to take effect at the end of said notice period.
- 28.02 Any of the above requirements may be waived by mutual agreement between the member and the appropriate Vice-Rector.
- 28.03 Upon termination of employment, the member who has not taken the entire vacation entitlement shall receive an indemnity which is equal to the number of vacation days earned and not taken.

## **ARTICLE 29**

### **DISMISSAL AND OTHER DISCIPLINARY MEASURES**

- 29.01 No disciplinary measure shall be imposed without just and sufficient cause, of which the burden of proof falls on the Employer. The disciplinary action shall be just and reasonable.
- 29.02 Only serious professional misconduct, demonstrable incompetence or repeated negligence of duties shall constitute cause for dismissal.
- 29.03 a) The dismissal of a member must be preceded by at least two (2) written warnings each setting out the reasons for the Employer's dissatisfaction. A reasonable time must elapse between each of the warnings, and between the last warning and the dismissal.
- b) When a Dean/Director believes there are grounds for disciplinary action, he/she shall make a formal written complaint to the appropriate Vice-Rector. The complaint shall give particulars of the alleged offence and a copy shall be sent to the member and to the Association.

"he Vice-Rector shall thoroughly and properly investigate the written complaint from the Dean/Director following **due process** and decide whether or not to issue a written warning.

If the Vice-Rector decides not to issue a letter of warning, he/she shall so inform the member and the Association as soon as possible, but no later than forty (40) working days following receipt of the complaint.

- c) In order to be deemed a warning according to the terms of this Article a warning must be signed by a Vice-Rector and shall be identified as a warning in accordance with 29.03 (a).
- d) Copies of all warnings sent under 29.03 (a) shall be sent simultaneously to the Association.

29.04 If the Vice-Rector, after proper and just investigation, and after two (2) warnings, is satisfied that just and sufficient cause for dismissal of a member exists, the Vice-Rector shall advise the member and the Association in writing by certified mail that he or she intends to initiate dismissal procedures, and invite the member and, if the latter so wishes, an advisor, to meet with the Vice-Rector, the Dean/Director, and the Department Chair/Division Head concerned.

This meeting shall be held not less than twenty (20) days and not more than thirty (30) days after the dispatch of the certified letter.

"he meeting shall take place in the absence of the member if the latter fails to attend.

29.05 a) If after the meeting envisioned in 29.04 the Vice-Rector decides to continue dismissal procedures, she or he shall make a written recommendation to the Rector and simultaneously provide by certified mail copies to the member and the Association, with copies to all who were present at the meeting.

b) If after the meeting envisioned in 29.04 the Vice-Rector decides not to continue dismissal procedures, she or he shall so inform the member and the Association, with copies to all who were present at the meeting.

29.06 When the Rector receives a recommendation from a Vice-Rector to dismiss a member, the Rector shall, within fourteen (14) days of the date of the recommendation, inform the member by certified mail, with a copy to the Association, of the intention to dismiss the member. In the case of dismissal for

reasons **other** than **those** specified in 29.07 below, the member is suspended with **full salary** and **benefits** for fifteen (15) days. At any **time during such** a suspension a member may be relieved of **some** or **all** of **his** or **her** **duties**. If the member or the **Association** **does not** file a grievance within the fifteen (15) **days**, the **member's** **employment** is terminated at the end of the period. If a grievance is filed, the **normal** grievance process **and** its time delays shall be waived **and** the parties shall meet **immediately** to convene an arbitrator as per Article 22.08. The **member** **remains** **suspended**, with **pay** continuing, until the resolution of the grievance. If the grievance is not upheld the **member's** **employment** is **terminated**.

29.07 Notwithstanding clause 29.03 (a), the **Rector** may suspend a **member** with or without salary because of gross and willful neglect of assigned **duties**, or because the **member** **poses** an immediate and continuing threat to the university, **unless** clause 29.08 applies. The **Rector** shall simultaneously inform the member and the **Association** by certified mail of the suspension and the reasons for the action. The member shall immediately be relieved of all duties. If no grievance is filed within a ten (10) day period, the suspension becomes a **dismissal**. If a **grievance** is filed, the **member's** suspension without **salary** continues until a decision is rendered. The normal grievance process and its **time** **delays** shall be waived and the parties shall meet **immediately** to convene an arbitrator as per Article 22.08.

29.08 A member **who** is either receiving, or is eligible for and willing to accept, sick leave, **compassionate** leave or long-term disability benefits shall not be **subject** to dismissal or other **disciplinary** action.

53  
130

**ARTICLE 30**

**STATUTORY AND NON-STATUTORY HOLIDAYS**

30.01 The following days shall be recognized as holidays:

- Good Friday
- Easter Monday
- The first Monday preceding May 25 (Victoria Day)
- La Fête Nationale
- Canada Day
- Labor Day
- Thanksgiving Day
- Christmas Day and December 26
- New Year's Day and January 2
- Rector's Holiday.

The Employer shall designate one floating holiday to be observed between February 1 and March 31 each year. In the event that the Federal Government enacts legislation to declare a holiday during that period, for instance, a "Heritage Day", then this shall be the day designated as the floating holiday.

- 30.02 Depending upon administrative and academic circumstances, the university would normally be closed from noon on December 24 until the regular time for opening on January 3. However, special consideration may require the opening of certain university facilities during this period. An announcement shall be made concerning the period of closure during the Christmas period prior to October 31, each year.
- 30.03 The requirements for library services and evening classes may make necessary special provisions relating to library services and evening classes only.
- 30.04 When a statutory holiday falls on a weekend, the Employer will recognize any other day that is officially declared a holiday.
- 30.05 The university community shall respect religious holidays of recognized faiths not covered above.

**ARTICLE 31**

**VACATION**

- 31.01 The employment year normally shall be from **June 1** to the subsequent May 31, and shall include eleven (11) months of professional obligations and responsibilities to the university and one (1) month's vacation, **payment** for which is included in the *annual* salary.
- 31.02 Faculty members normally shall be required to be in residence at the university from **one** (1) full week before Labor Day until the Senate meeting concerning graduating students, except for the **Christmas** vacation. This residence period shall be the winter session which is divided into two terms; the fall term extends from **September** to **December** inclusive, and the winter term from January to May. The summer term is June to August.
- 31.03 Although faculty members are not obliged to be on campus during the summer term, it is understood that they shall undertake research, scholarly work, study or professional activities whenever not engaged in teaching, committee or administrative duties, whether in the winter session or not, except for the agreed vacation period(s).
- 31.04 Members normally are expected to attend convocation if it does not fall within their agreed vacation period.
- 31.05 Members shall arrange their vacation period(s) in consultation with their Department Chair/Supervising Librarian. The member's request in regard to the scheduling of vacation shall not be refused without a valid reason.
- 31.06 Vacation entitlements are as follows;
- a) Members with less than one (1) year of continuous service as of **June 1** - two (2) working days vacation per month of continuous service up to a maximum of twentytwo (22) working days.
  - b) Members with one (1) year or more of continuous service as of **June 1** - one (1) month of vacation (twenty-two (22) working days).
- 31.07 Vacation entitlement is ~~redeemable~~ in money only upon termination of employment.

01-04-2

**ARTICLE 32**

**LEAVE WITHOUT PAY**

- 32.01 A member may **make** written application for leave without pay to the appropriate **Dean/Director** explaining the **reasons** for the request.
- 32.02 Leave without pay **is** normally for **one (1) year, beginning June 1. Shorter leaves and extensions also may be granted.** Normally the **maximum duration** of a leave without pay shall be two (2) consecutive years. 63  
N-3
- 32.03 written application for a leave without pay shall be **made by September 1** of the year prior to that in which the leave **is to commence**, and the **Employer shall answer in writing by December 15th.** Neither the leave nor its extension shall be denied without a **valid reason.**
- For leaves of a short duration, **or in the case of emergencies**, this time **requirement** may be waived, **but in any case the application should be made as early as possible.**
- 32.04 If the leave is of a **short duration (twenty (20) working days or less)**, **employee benefit coverage and payments by the employee and Employer remain the same.**
- 32.05 If the leave is for **more than twenty (20) working days**, the member must arrange to pay the **employee's** and the **Employer's** contributions to **any** eligible benefit plans that are to remain in operation.
- 32.06 Time **taken** on leave without pay, excluding leaves of a **short duration**, shall not be counted as years of service towards sabbatical entitlement nor towards the period of time required to qualify for mandatory **tenure** consideration.
- 32.07 The base **salary** of a member on leave without pay shall be adjusted by applicable **salary** clauses in the collective agreement.
- 32.08 A member normally shall not **occupy his** or her office for the duration of a leave without pay, **but in consultation with the Department Chair/Division Head, arrangements may be made to leave books and equipment in place at the member's own risk.**
- 32.09 A member on leave without pay normally shall be replaced in the department by a **person** with a **limited term** appointment.

ARTICLE 33

COURT LEAVE

*63.A.c*

Paid leave shall be granted to any member required to be a witness or juror by anybody in Canada with powers of subpoena. The member shall notify the Department Chair/Division Head immediately upon receipt of notification that the member shall be required to attend court, and present a copy of the summons or subpoena. The member shall remit to the Employer all compensation received from the court other than amounts received for travelling or living expenses.

ARTICLE 34

POLITICAL LEAVE

*63  
1-3*

34.01 upon written request to the Dean/Director the Employer shall grant a member leave of absence without pay to seek nomination as a candidate, to be a candidate, and to hold political office for a single term in municipal, provincial or federal government.

34.02 The member shall make every attempt to give the longest possible notice for such leave and shall actively cooperate in arrangements to ensure the uninterrupted work of the unit.

34.03 Any member elected to the parliament of Canada or the National Assembly is entitled to full leave without pay starting the date of the election.

34.04 In the case of a tenured member leave shall not be granted for a period longer than ten (10) years.

In the case of an untenured member leave shall not be granted for a period longer than five (5) years.

persons on political leave normally will be replaced in their unit by a full-time appointment.

persons on political leave shall maintain their research and scholarly activity.

upon expiration of the above-mentioned time limit, the employee is presumed to have resigned if she or he has not returned full-time to the university.

34.05 Any member elected to municipal office is entitled to either partial leave of absence with prorata pay or full leave of absence without pay from the date of taking office. The leave may be partial or complete depending on the requirements of the member's elected responsibilities.

- 34.06 The leave shall be granted for a specific term ending either May 31 or August 31, and may be renewed.
- 34.07 Upon returning to the university, the tenured member's service shall be counted up to the date the leave commenced. In the case of partial leave, service time shall be prorated.
- 34.08 Untenured members shall automatically have probationary contracts ending May 31 of the year following their return. Years of service prior to political leave shall not count towards mandatory consideration for tenure, unless the leave is for less than one (1) year.
- 34.09 A faculty member who wishes to resume full-time appointment earlier than agreed shall provide written notice of intent to the Dean at least one (1) academic term prior to the date at which the full-time appointment is to be resumed. Librarians shall give six (6) month's notice to the Director. Early resumption of a full-time appointment shall be at the discretion of the Employer.
- 34.10 The member shall vacate her or his office for the duration of any period of political leave, upon election to office.
- A member on partial leave shall retain his or her office, but may be required to share it.
- 34.11 The member on full leave, upon request, may continue to participate in the benefit plans of the university, should these plans so permit, on condition that the member pay both the member's and the Employer's contributions.



**ARTICLE 35**

**PARENTAL LEAVE**

- 58.2  
020
- 35.01 To enable both women and men to successfully combine an academic career and family responsibilities without significant financial and career disadvantage, and to recognize the rôle of both father and mother in child birth and child rearing, the following arrangements are provided for parents.
- 35.02 The expectant member is entitled to parental leave of twenty (20) consecutive weeks.
- 35.03 In the event that a male member assumes the primary child care responsibility upon the birth or adoption of a child, the provisions for parental leave apply.
- 35.04 Parental leave includes the day of delivery and is distributed before and after this day.
- 35.05 The member who gives birth to a still born child after the beginning of the twentieth (20th) week preceding the due date also shall be entitled to such parental leave.
- 35.06 The member shall give written notice to the appropriate Dean/Director of the intention to take a parental leave. In the case of a librarian member, the notice period shall be two (2) months prior to the date of the leave. In the case of faculty members, if the leave is to begin during a term in which the member would normally have been assigned teaching duties, the notice period shall be one (1) month before the first day of scheduled classes for that term. otherwise, the notice period shall be two (2) months prior to the date of the leave. However, the notice may be less than specified above if the member provides a medical certificate which states that the member must stop work earlier.
- 35.07 A faculty member who requests a parental leave which overlaps two (2) academic terms, in which that person would normally have been assigned teaching duties, in such a way that it is not possible to assign teaching in either of the two (2) terms, may be required to rearrange the teaching in ~~8~~ -vent term under the provisions of Article 16.08 (c).
- 35.08 Upon request. to the Dean/Director, the expectant member shall benefit from an adjustment of duties until eight (8) weeks before the anticipated date of delivery, when complications related to the pregnancy justify it, or when working conditions expose the member to physical dangers, to infectious diseases or danger of miscarriage.

35.09 The member who has accumulated twenty (20) weeks of service before the beginning of parental leave and who, after producing a claim for unemployment insurance benefits, is declared eligible for said benefits, is entitled to receive during parental leave:

57.2  
120093

- a) for each week of the waiting period required by the unemployment insurance system, compensation equal to 93% (\*) of the person's regular salary, except in the case of 35.11;
- b) for each week the member receives or is eligible to receive unemployment insurance benefits, compensation equal to the difference between 93% of that person's regular weekly salary and the unemployment benefit the member receives or is eligible to receive;
- c) for each week which follows the period described in paragraph b), an allowance equal to 93% of the member's regular weekly salary, and this until the end of the twentieth (20) week of the parental leave;
- d) the total amounts received by the member during parental leave in unemployment insurance benefits, compensation and salary cannot exceed 93% of the member's normal weekly earnings.

For the purpose of this clause, this complementary compensation shall be calculated on the basis of the unemployment insurance benefits that a member is entitled to receive without taking into account the amounts deducted from such benefits because of the reimbursement of benefits, interest, penalties and other amounts recoverable under the unemployment insurance plan.

35.10 The member who is excluded from unemployment insurance benefits, or declared ineligible, is excluded from the benefit of all compensation. However,

- a) the full-time member who has accumulated twenty (20) weeks of service prior to the beginning of parental leave, but who is not eligible for unemployment insurance benefits for the following reasons:

---

(\*) 93%: This percentage was set to take into account the fact that the member in this situation is exempted from contribution to the pension or unemployment insurance plans, which is equivalent to an average equal to 7% of salary.

- insufficient insured weeks to qualify for unemployment insurance benefits;
- serving the U.I. waiting period;
- U.I. benefits exhausted;

is entitled to compensation equal to 93% of the person's regular weekly salary, and this for ten (10) weeks;

- b) the member with less than twenty (20) Weeks of service before the beginning of parental leave is entitled to compensation equal to two thirds(2/3) of that person's base salary, and this for eight (8) Weeks.

- 35.11 In cases where a portion of the parental leave coincides with a period of paid vacation, the member shall not receive compensation under this Article for the duration of the overlap.
- 35.12 The parental leave allowance paid by the Centres de main-d'œuvre du Québec shall be deducted from the benefits to be paid under this Article.
- 35.13 If the birth takes place after the expected date of delivery, the member is eligible for an extension of parental leave equal to the period of the delay, unless the member has already benefited from a period of at least two (2) weeks of maternity leave after the birth.
- The member may, as well, benefit from a four (4) week extension to parental leave if the health of the newborn infant requires such an extension. During these extensions, the member receives neither compensation nor salary.
- 35.14 For the duration of the parental leave (or an extension thereof provided for in 35.13), including adoption leave, the member remains in the employment of the university and benefits for as long as entitled, to all rights and privileges of employment, as if that person were at work, subject to the present Article.
- 35.15 A faculty member who returns from a parental leave is normally eligible to rearrange that person's assigned teaching duties of the next two (2) year period as per Article 16.08 (c). The member should request reassignment as early as possible to facilitate appropriate arrangements.
- 35.16 The member may prolong parental leave through a reduced time appointment of a maximum period of thirty (30) months. Members must inform the university of the intention to avail themselves of a reduced time appointment concurrently with

the notification of **intention** to take parental leave, in conformity with Article 35.06. The prolongation of parental leave through a **reduced time appointment** is governed by the relevant provisions of Article 25. For the purpose of this provision the **requirement** that the member be tenured shall be waived.

35.17

*581/104*  
A member who so wishes may prolong parental leave by a leave without pay for a **maximum** period of two (2) years **under** Article 32. The member must advise the appropriate Dean/Director of the date of return at least five (5) months in advance. A faculty member should arrange to return to her or his post at the beginning of a term.

35.18

**During** the period provided for in 35.17 and 35.22, the member on leave continues to enjoy the benefits of the insurance and retirement plans on condition that the member pays all the premiums.

35.19

A leave without pay of no more than **two (2) years** on similar conditions as those set out in 35.17 may be granted to a member whose spouse, covered by the present agreement, does not already benefit from an extension of the parental leave.

35.20

*610/813*  
Members who legally **adopt** a child of pre-school age are entitled to a leave of a **maximum** of **thirteen (13)** consecutive weeks **during which** time they will receive the equivalent of their regular salary. **However**, only one spouse is entitled to such a leave. *601 a / 113100*

35.21

The leave foreseen in the preceding clause must be taken after the date of **assuming** final responsibility for the child, and before the end of the second month following the child's adoption order.

35.22

In addition to the leave provided for in the preceding paragraph, a leave without pay to a **maximum** of two (2) years is available to a **member** or **spouse** on the condition that only one of the **parties** benefits from the leave. *611 / 104*

35.23

The Employer shall **not** reimburse members for the **amounts** that the Canada Employment and Immigration Commission (CEIC) could require them to repay under the **Unemployment Insurance Act**, when the member's salary exceeds the **maximum** insurable by one-and-a-half (1 1/2) times.

35.24

Certain benefits provided in this Article are **subject** to regulations of the Canada Employment and Immigration Commission (CEIC).

35.25

A librarian member on **parental** leave normally shall be replaced.

35.26 The parental leave benefits provided in this Article are normally paid as **supplements** to unemployment insurance benefits. It is the **member's** responsibility to file a claim and provide the Employer with appropriate **documentation** which establishes eligibility to receive unemployment insurance benefits.

**ARTICLE 36**

**COMPASSIONATE LEAVE**

*C3A*  
1

*C3G*  
1

It is recognized that certain circumstances may arise in the **member's personal** or family life which may require absence from the university for a limited period of time. **Reasons** for and notification of **such absence** shall be made before departure, whenever possible, to the appropriate **Dean/Director** who may authorize **leave with pay**. Normally **such** leave shall not exceed five (5) working days. **Such** authorization shall not be withheld without a valid reason.

**ARTICLE 37**

**SICK LEAVE**

37.01 The purpose of the Employer's sick leave program is to **compensate** for the loss of earnings of any member **who** is not able to perform normal duties because of sickness, or accident other than an occupational injury.

↙ **The cost of the program is defrayed entirely by the Employer.**

*701B*  
100

*24*  
999958

37.02 **Members who** are disabled due to illness or injury **are** entitled to paid sick leave for periods of up to **four (4)** months, paid at the equivalent rate the member would have received had the member remained at work.

*70D*  
999958

*999958*  
999958

37.03 **When disability continues for more than four (4) months, the member will be protected by the provisions of the Long Term Disability (LTD) Insurance Plan.**

37.04 **Successive periods of disability due to the same or related causes, and separated by a return to work of three (3) months or less, are considered to be part of the same period of disability; i.e., benefits will be paid for no more than a total of four (4) months.**

37.05 **Successive periods of disability that are entirely unrelated in cause also are considered to be part of the same period of disability if they are separated by a return to work of one (1) month or less.**

- 37.06 Members receiving paid sick leave may be required to provide satisfactory medical proof of disability.
- 37.07 Disability periods of four (4) months or less have no effect on a member's participation in or eligibility for any other benefits under Article 41 of this agreement.
- 37.08 All rights and privileges of this agreement shall continue during periods of paid sick leave as per 37.02.

#### **ARTICLE 38**

##### **RETRAINING LEAVE**

When a member requests a retraining leave, and it is in the interests of the university, special leave may be granted to facilitate retraining. A member shall apply for *such* a leave to the appropriate ~~Vice-Rector~~, who is responsible for negotiating the conditions, if such a leave is granted.

**ARTICLE 39**

**SALARY STRUCTURE**

**39.01     Salary floors: Faculty**

The salary floors for each rank are related to the floor for the rank of Assistant Professor by the following indices:

<b>Rank</b>	<b><u>Index</u></b>
Lecturer	0.79
Assistant Professor	1.00
Associate Professor	1.27
Professor	1.64

The floor for Assistant Professor shall be raised annually by the percentage salary increment described in 39.03.1. The floors of the other ranks shall be adjusted annually according to these indices.

**39.02     Salary Floors: Librarians**

The salary floors for each rank are related to the floor for the rank of Librarian II by the following indices:

<b>Rank</b>	<b><u>Index</u></b>
Librarian I	0.89
Librarian II	1.00
Associate Librarian	1.27
<b>Senior</b> Librarian	1.64

The floor for Librarian II shall be 86% of that of Assistant professor and shall be raised annually by the percentage salary increment described in 39.03.1. The floors of the other ranks shall be adjusted annually according to these indices.

**39.03     Salary Adjustments**

Salaries of ongoing members shall be adjusted on an annual basis, effective June 1. Ongoing members refers to those who were on payroll the preceding May 31. Such salary adjustments normally shall include percentage as well as fixed-dollar increments.

39.03.1 Percentage Salary Increments

A percentage salary increment, which may vary with rank and/or salary level, is applied to the member's base salary at 31 May of the academic year preceding that for which the adjustment is made.

39.03.2 Fixed-dollar Salary Increments

The two types of fixed-dollar salary increments which may be included in the annual salary settlements are: a salary progression Step (SPS) and special adjustments. Both become part of the member's base salary.

A. Salary Progression Step (SPS) - Faculty

An SPS is given annually in accordance with the performance evaluation described in Article 20.

The SPS given to each member varies according to the member's salary and his/her performance evaluation point total. However, the maximum amount that a member with a 4-point total receives is the same regardless of salary level: the maximum amount is calculated based on the monies available (see Article 40.12). There are 3 salary ranges, which are determined using multiples of the floor of Assistant Professor (FAP) at May 31 of the preceding academic year, as follows: salaries below 2.3 times FAP, salaries between 2.3 and 2.5 times FAP, and salaries above 2.5 times FAP.

Below 2.3 times FAP, a member who receives a point total of at least one (1.0), as per Article 20, will receive a fixed-dollar amount equal to 3% of FAP. For every tenth (0.1) of a point greater than 1.0, a member will receive one thirtieth (1/30) of the difference between this fixed-dollar amount and the maximum amount.

Between 2.3 and 2.5 times FAP, a member who receives a point total of at least one and one half (1.5), as per Article 20, will receive a fixed-dollar amount payment equal to 1.5% of FAP. For every tenth (0.1) of a point greater than 1.5, a member will receive one twenty-fifth (1/25) of the difference between this fixed-dollar amount and the maximum amount.

Above 2.5 times FAP, a member who receives a point total greater than two (2.0), as per Article 20, will receive for every tenth (0.1) of a point greater than 2.0, one twentieth (1/20) of the maximum amount.



### B. Salary Progression Step (SPS) - Librarian

An SPS is given annually in accordance with the performance evaluation described in Article 20,

the SPS given to each member varies according to the member's salary and his/her performance evaluation point total. However, the maximum amount that a member with a 4-point total receives is the same regardless of salary level: the maximum amount is calculated based on the monies available (see Article 40.12). There are 3 salary ranges, which are determined using multiples of the floor of Librarian II (FLII) at May 31 of the preceding academic year, as follows: salaries below 2.3 times FLII, salaries between 2.3 and 2.5 times FLII, and salaries above 2.5 times FLII.

Below 2.3 times FLII, a member who receives a point total of at least one (1.0), as per Article 20, will receive a fixed-dollar amount equal to  $3\frac{1}{3}$  of FLII. For every tenth (0.1) of a point greater than 1.0, a member will receive one thirtieth ( $1/30$ ) of the difference between this fixed-dollar amount and the maximum amount.

Between 2.3 and 2.5 times FLII, a member who receives a point total of at least one and one half (1.5), as per Article 20, will receive a fixed-dollar amount payment equal to 1.5% of FLII. For every tenth (0.1) of a point greater than 1.5, a member will receive one twenty-fifth ( $1/25$ ) of the difference between this fixed-dollar amount and the maximum amount.

Above 2.5 times FLII, a member who receives a point total greater than two (2.0) as per Article 20, will receive for every tenth (0.1) of a point greater than 2.0, one twentieth ( $1/20$ ) of the maximum amount.

### C. Special Adjustments

A special adjustment to a member's salary may be made by the Vice-Rector Academic/Vice-Rector Services when the Dean/Director of Libraries, after consultation with the Department Chair/Division Head, so recommends. Such special adjustments are made in response to market conditions and/or to provide more equitable salaries.

Adjustments shall not normally be less than \$1000.

50-A  
1

**ARTICLE 40**

**SALARIES**

**JUNE 1, 1989 - MAY 31, 1990**

40.01 salary floors for members are **increased by 4%** effective **June 1, 1989.**

Faculty

<b>Lecturer</b>	<u>26 294\$</u>	B
Assistant Professor	33 283\$	
Associate Professor	42 270\$	
Professor	54 584\$	

Librarians

Librarian I	25 475\$
Librarian II	28 623\$
Associate Librarian	36 351\$
senior Librarian	46 942\$

40.02 Individual base salaries of members on payroll at May 31, 1989 and still on payroll June 1, 1989 (ongoing members) have already been increased, effective June 1, 1989, by 4%.

40.03 Individual base salaries of faculty members on payroll at May 31, 1989 and still on payroll June 1, 1990 without interruption, and who participated in the performance review process carried out in the Spring of 1989 and received a positive review will be increased by an amount equal to 4% of the 1988-89 floor of the Assistant Professor, i.e. \$1280, effective June 1, 1989.

40.04 Individual base salaries of librarian members on payroll at May 31, 1989 and still on payroll June 1, 1990 without interruption, and who participated in the performance review process carried out in the Spring of 1989 and received a positive review will be increased by \$1082, effective June 1, 1989.

**JUNE 1, 1990 - MAY 31, 1991**

40.05 salary floors for members are increased by 5.13% effective June 1, 1990.

Faculty

<b>Lecturer</b>	<u>27 642\$</u>	B
Assistant Professor	34 990\$	
Associate professor	44 438\$	
Professor	57 384\$	

Librarians

Librarian I	26 781\$
Librarian II	30 091\$
Associate Librarian	38 216\$
senior Librarian	49 350\$

- 40.06 Individual base salaries of members on payroll at May 31, 1990 and still on payroll June 1, 1990 (ongoing members) will be increased by 5.13%, effective June 1, 1990.
- 40.07 Individual base salaries of faculty members on payroll at May 31, 1990 and still on payroll June 1, 1990 (ongoing members), and who participated in the performance review process carried out in the Spring of 1990 and received a positive review will be further increased by an amount that varies from \$1331 at/and below a salary equal to the 1989-90 floor of the Assistant Professor and then decreases in a straight line function to the highest 1989-90 member's salary. At a salary of \$75,000 the amount will be \$1094. The total dollar amount to be paid out under this formula has been calculated as follows: 4% of the 1989-90 floor of Assistant Professor (\$1331) multiplied by the number of ongoing members whose salaries on May 31, 1990 are less than \$78,669; plus 2% of the 1989-90 floor of Assistant Professor (\$666) multiplied by the number of ongoing faculty members whose salaries on May 31, 1990 are between \$78,669 and \$80,000. This increase will be effective June 1, 1990.
- 40.08 Individual base salaries of librarian members shall be increased by an amount equal to 4% of the 1989-90 floor of Librarian II, i.e. \$1,145.

JUNE 1, 1991 - MAY 31, 1992

- 40.09 Salary floors shown in 40.05 are increased, effective June 1, 1991, by the government salary policy on indexation for 1991, or by 4.5%, whichever is greater.
- 40.10 Individual base salaries of members on payroll at May 31, 1991 and still on payroll June 1, 1991 (ongoing members) will be increased, effective June 1, 1991 by the government salary policy on indexation for 1991, or by 4.5%, whichever is greater. An interim increase of not less than 4.5% shall appear in the first pay after June 1, 1991.

40.11 A. Faculty

Individual base salaries of faculty members on payroll May 31, 1991 and still on payroll June 1 1991 (ongoing members), and who satisfy the provisions of Articles 20 and 39 for a salary progression step (SPS) following the performance evaluation carried out in the ~~wing~~ Spring of 1991, will be further increased by the appropriate SPS (see Articles 20.10, 39.03.2 A), effective June 1, 1991. The total dollar amount to be paid out under this formula is equal to: 4% of the 1990-91 floor of Assistant Professor (\$1,400) multiplied by the number of ongoing faculty members whose salaries on May 31, 1991 are less than \$82,705; plus 2% of the 1990-91 floor of Assistant Professor (\$700) multiplied by the number of ongoing faculty members whose salaries on May 31, 1991 are between \$82,705 and \$84,104.

8. Librarians

Individual base salaries of librarian members on payroll May 31, 1991 and still on payroll June 1 1991 (ongoing members), and who satisfy the provisions of Articles 20 and 39 for a salary progression step (SPS) following the performance evaluation carried out in the Spring of 1991, will be further increased by the appropriate SPS (see Articles 20.20, 39.03.2 B), effective June 1, 1991. The total dollar amount to be paid out under this formula is equal to: 4% of the 1990-91 floor of Librarian II (\$1,205) multiplied by the number of ongoing librarian members whose salaries on May 31, 1991 are less than \$71,126; plus 2% of the 1990-91 floor of Librarian II (\$602) multiplied by the number of ongoing librarian members whose salaries on May 31, 1991 are between \$71,126 and \$72,329.

40.12 The maximum SPS amount to be paid to a member will be determined on the basis of the total point allocation to members, as per Article 20, in each of the three salary ranges referred to in Article 39.03.2. This amount will be calculated in such a way that the total of all dollar values of the points allocated to individual members matches the total dollar amount as specified in Article 40.11. The maximum SPS amount will be calculated separately for faculty members and librarian members.

All reasonable simulations of the ongoing group, of the total point allocation, and of the dollars available would indicate that the maximum amount should fall between \$1450 and \$1600.

40.13 Faculty members whose names appear on the list arising out of Article 12.04 k) i) shall be considered ongoing members under 40.09 and 40.10 even if their contract is for less than 12 months.

JUNE 1, 1992 - MAY 31, 1993

40.14 Individual base salaries of members on payroll at May 31, 1992 and still on payroll on June 1, 1992 shall be increased by a fixed-dollar amount of SPS which shall be no less than the SPS amount paid in 1991-92 and may be increased as follows: the total SPS amount to be paid in 1992-93 will be the SPS amount paid in 1991-92, as per 40.11, indexed as per 40.10 less the SPS cost generated by appeals in 1991-92. This salary increase shall appear in the first pay after June 1, 1992.

#### ARTICLE 41

##### BENEFITS

41.01 Members covered by this agreement are entitled to participate in the Concordia University Benefits Program, in accordance with the terms contained therein, including:

- a) Pension Plan for Employees of Concordia University
- b) Concordia Health Care Insurance - 70, K-992-7660
- c) Long-term Disability Insurance - 70, P-114
- d) Basic Life Insurance 70, C/999 - 72/995
- e) Accidental Death and Dismemberment Insurance 76/C
- f) optional Life Insurance
- g) Optional Dependent Life Insurance
- h) Registered Retirement Savings Plan

The Employer agrees to maintain the constituent plans a) to d) above for which the cost is borne by the Employer in whole or in part, at the coverage and benefit levels and under the terms and conditions in effect on May 31, 1990, except as may be further modified during the life of this agreement according to the provision of 41.03. The Employer also agrees to maintain the constituent plans e), f), g) and h) above, for which the entire cost is borne by the employees, according to the provisions of 41.04.

41.02 The Employer agrees to maintain the Concordia Employee Benefits Committee (Benefits Committee). Members shall have two (2) representatives on the Benefits Committee, such representatives to have the right and responsibility of full disclosure to the Association of all plans, policies and determinations of the Benefits Committee, except for nominative information. The Association shall notify the Employer, in writing, of the names of two (2) representatives who shall be recognized as representing its members until such a time as the Association notifies the Employer, in writing, of a change of representative(s).

- 41.03 Any proposed amendment to the pension Plan, or changes in actuarial **assumptions** used for actuarial valuations, shall be made only upon consideration and recommendation of the Benefits Committee until jurisdiction **over** the pension Plan is transferred to a Pension Committee, to be established in accordance with **the** requirements of the 'Quebec Supplemental Pension Plan Act' (Bill 116). **The** representation of members of the Association on the Pension Committee shall be determined by memorandum of agreement between the Employer and the Association. **Furthermore**, the **Employer** agrees not to make structural changes to the constituent plans b), c) and d) of 41.01 that **have financial implications for** members without the consent of the Benefits Committee.
- 41.04 No changes to **the** constituent plans e), f), g) or h) shall be made without the consent of the Benefits Committee. Notwithstanding the above, the Employer shall not be required to **implement changes** that are **demanded** by the Benefits Committee and refused by the provider of the benefit, nor shall the Employer be required to continue the constituent plan in case changes such as **higher** premiums of fees **are** demanded by the provider and not approved by the Benefits Committee, or the level of participation falls below that required by the provider.
- 41.05 Any changes that **must** be approved by the Benefits Committee as per 41.03 must be **distributed** to Benefits Committee members at least ten (10) days prior to the meeting at which they will be considered.
- 41.06 Tuition Fee Waiver
- a) Members and their dependents are entitled to a waiver of tuition fees as detailed **hereunder** for any credit **courses** of Concordia University for which they **are** eligible to enroll.
  - b) For the purposes of these benefits, dependents are defined as: **the** spouse of the member, and children of **the** member who are not financially self-supporting.
  - c) **The** provisions of 41.03 shall apply to tuition waivers for retired members and their dependents,
  - d) Members on leave without pay normally are not eligible for educational benefits.
  - e) The **rules** and regulations of the university applicable to students are enforced and applied to members and **their** dependents **when** they take **courses** at the university.

- f) Application procedures for tuition waivers are set out in the Concordia University policy B-21.
- g) **The Employer** shall follow the instructions of the Revenue **Departments concerning** the taxation status of tuition.

41.07  
*20*  


---

*D*

Health and Recreational Benefits

Both parties recognize *the need* for facilities to enable **members** to **maintain** and improve *their* health and fitness so that they may continue to be effective in their work. **The Employer** will **make** every effort to **secure** access for members to suitable athletic facilities in the Montreal area at reasonable rates.

41.08 French Language Instruction and Benefits

Both parties recognize the **importance** to members of fluency in the French language. To this end, the employer shall make available non-credit courses in the French language every year, subject to the condition that at least fifteen (15) **members** of the Association register for such a course.

41.09 Post Retirement Benefits

Members retired from full-time **status** within the University, and no longer members of the *bargaining* unit, nonetheless shall retain their titles and the listing of their names and titles in a special section of the university calendar. Retired members shall be accorded continuation of:

- a) the right to continue to participate in the **Concordia Health Care Insurance Plan**;
- b) University affiliation for external research grant application purposes;
- c) university library and **parking** privileges;
- d) eligibility for such health services and athletic facilities as may be available to members;
- e) tuition fee waivers as specified in 41.06,

41.10 All other benefits not mentioned in this Article currently in force shall remain in force and shall apply to all **members**, unless otherwise stipulated.

ARTICLE 42

27/1

80/1

1/5

RETIREMENT

42.01 The age at which members are eligible to receive their full pension from Concordia University shall be the first of the month coincident with or next following the attainment of age sixty-five (65). ✓

1.1 t  
65

EARLY RETIREMENT

42.02 Notwithstanding 42.01, a member who is fifty-five (55) years of age or older, and who has completed ten (10) years of service, shall be granted early retirement, subject to at least three (3) months notice.

16/c

42.03 A pension shall be calculated using the following table:

<u>Age at June 1</u>	<u>Base of pension calculation</u>
55	S3
56	0.9 S3 + 0.1 S5
57	0.8 S3 + 0.2 S5
58	0.7 S3 + 0.3 S5
59	0.6 S3 + 0.4 S5
60	0.5 S3 + 0.5 S5
61	0.4 S3 + 0.6 S5
62	0.3 S3 + 0.7 S5
63	0.2 S3 + 0.8 S5
64	0.1 S3 + 0.9 S5

S<sub>n</sub> = average of the best n years of base salary

42.04 In addition to early pension, a member who has completed fifteen (15) years of service shall be entitled to a lump sum payment in accordance with the following table:

18/1

<u>Percentage of Annual Base Salary</u>	<u>At Years of Age</u>	<u>Prior to June 1</u>
20%	64	"
40%	63	"
60%	62	"
80%	61	"
100%	60	"
120%	59	"
140%	58	"
160%	57	"
180%	56	"
200%	55	"



42.05 The parties to this collective agreement have as a common objective the rejuvenation of the faculty of Concordia University; however, the parties also acknowledge that, in any given year, the number of members choosing early retirement could strain the limited financial resources of the Employer. For this reason, and 42.04, should the number of applications in a given year exceed five percent (5%) of those eligible to apply in a given Faculty/Library, the Employer reserves the right to limit the number of early retirements in that Faculty/Library.

Members who are denied early retirement for financial reasons in any given year shall not be so denied on their next application.

42.06 Notwithstanding the above, a member with full-time status who has attained age fifty-five (55) and who has completed ten (10) years of service may receive early pension as specified in Article 42.03 and request to combine early pension with a special contract, with reduced duties in lieu of an early retirement lump sum payment. In such cases, the total payment received from both the annual pension payment and the special contract shall not exceed the best year's salary of the member. The duties of the member shall be defined in the special contract a copy of which will be sent to the Association.

#### **GRADUAL RETIREMENT**

42.07 A member who is at least sixty (60) years of age may choose to retire gradually over a period not to exceed three (3) years, such that full retirement will occur no later than the June 1st following age sixty-five (65).

42.08 An application for gradual retirement shall be made in writing to the Dean/Director at least three (3) months prior to the commencement of gradual retirement. The application shall be accompanied by a signed acknowledgement of retirement at the end of the period of gradual retirement and in any event, no later than June 1st following age 65.

42.09 At the start of gradual retirement, the Employer shall reduce the member's workload to seventy-five percent (75%) of a full workload in the first year, to fifty percent (50%) of a full workload in the second year, and to twenty-five percent (25%) of a full workload in the third and final year, without reduction in salary. In the third year only, the member may request to have no workload assigned for a fifty percent (50%) reduction in base salary. In this latter case, a member who is a participant in the university benefit plans shall continue to participate in the plans. The Employer's contributions shall be based on full base salary and coverage

2/2  
28  
1

in the university pension plan, the life insurance plan and the long term disability plan shall be based on the full base salary of the member. Should the member be a contributing member, the member's contributions shall be based on full base salary.\*

- 42.10 A member who completes a gradual retirement shall not benefit from the provisions of 42.04 and 42.05. However, if a member takes early retirement during or at the end of the first year of gradual retirement, clauses 42.04 and 42.05 apply at seventy-five percent (75%). If a member takes early retirement at the end of the second year of gradual retirement, clauses 42.04 and 42.05 apply at twenty-five percent (25%).
- 42.11 Members who retire in accordance with the retirement plans in Article 42 shall be provided with financial counselling.

\*

This is subject to the approval of Revenue Canada, the Ministère du Revenu du Québec and the Employer's insurers.

### ARTICLE 43

#### TRANSFER WITHIN THE UNIVERSITY

- 43.01 The member who desires to transfer to a vacancy for which he or she is qualified in another department where employees are members of the bargaining unit shall be given first consideration for such a vacancy provided she or he is a tenured member.
- 43.02 The appointment of a member who transfers as per 43.01 shall be of a temporary nature for at least one (1) year. The procedures for initial appointment shall be in accordance with Article 12/13. Performance shall be reviewed at the end of the temporary period and a decision shall be taken on whether to make the appointment permanent. The procedures for such review shall be in accordance with Article 14/15. should there be a decision not to make the appointment permanent, the member shall resume his or her former duties without the loss of any entitlements.
- 43.03 The terms of 43.02 apply only to transfers effected as per 43.01, i.e., voluntary transfers. They do not apply in the case of transfers effected under the terms of Article 44 (Adjustments to Units for Academic Reasons).
- 43.04 A member who voluntarily transfers as per 43.01 or who transfers according to the terms of Article 44 (Adjustments to Units for Academic Reasons) shall retain rank, salary, tenure, years of service towards salaried leave and all other entitlements.

**ARTICLE 44**

**ADJUSTMENTS TO UNITS FOR ACADEMIC REASONS**

- 44.01 changes in staffing **requirements** may sometimes be **necessary**. SUCH changes normally shall be achieved through the processes of appointment, voluntary transfer, **reduced-time** appointments, resignation and **retirements** as determined by this collective agreement,
- 44.02 **The Employer** has the right not to fill vacant positions in a department **except** when failure to fill a position **threatens** the viability of the **program(s)/department** as determined by the Senate.
- 44.03 No action shall be taken under the **terms** of this Article **unless** academic needs and priorities **have been established**.
- 44.04 Exceptional circumstances may warrant a reduction in the number of positions beyond what can be achieved through the processes specified in 44.02. Recognition of **such** circumstances may **emanate** either from the **Senate** or the Board of Governors. In the latter case the Board shall inform the Senate and the **Association** of the **circumstances**. The Senate shall have a **maximum** period of **six (6)** months to **study** the necessity of establishing an **Academic Commission**. The Board **must** act according to the **recommendation** of the **Senate** if such a resolution **is** supported by at least **two thirds(2/3)** of the **members** present.
- 44.05 **When** the Academic Commission referred to in 44.04 is **created**, the Board shall so inform the senate and the Association. The Academic Commission shall be **composed** of **three (3)** persons. **One (1) member** shall be named by the Board and one **(1) member** shall be named by the Association and these **members** shall select a third **(3rd) member** who shall **chair** the Commission. If the **two (2)** designated **members** cannot agree on a third **member**, then the third **member** shall be selected by lot, from a list jointly **agreed** upon by the Board and the Association.
- 44.06 **The terms** of reference of the Academic Commission shall be the following:
- a) to review whether exceptional **circumstances** are such as to warrant amalgamation or closure of a department/program if such action will result in a reduction in the number of **faculty/librarian** members;

- b) to review whether the exceptional **circumstances** are **such** as to warrant an **adjustment** to the **number** of positions and to **recommend** on the **size** of the adjustment and the **number of positions in the unit after** the adjustment;
  - c) to verify that **these actions are** consonant with the academic priorities established **by** the Senate;
  - d) the Academic **Commission** shall have the right to **consult** specialists in an appropriate discipline outside the university;
  - e) the Commission shall have access to any and all **data** and documents which it **deem** relevant to its **study**, and shall have the power to call for submissions from **any** individuals or groups it chooses. **The Association, the Faculty Councils and the Student Associations** shall have the right to **make** written **and/or** oral representations to the Commission;
  - f) the report of the Commission shall be **submitted** to the Board within four **(4) months** of the establishment of the Commission and copies shall be sent to the Association and to the **Senate**.
- 44.07 The **Board of Governors** may **only** declare redundancies if an Academic **Commission** has been previously established and then only up to or less than the number **recommended** by the Academic Commission and only in **areas recommended** by the Academic **Commission**.
- 44.08 **The parties agree** that there shall be no lay-off under the **terms** of this Article.
- 44.09 If the Academic Commission identifies redundancies and the Board decides **to act**, then it shall:
- a) inform all members in the unit of its intentions to declare redundancy;
  - b) establish a Joint Retraining and Transfer Committee (**JRTC**) **composed of three (3) appointees of the Board and three (3) members elected by the membership of the bargaining unit**;
  - c) terminate all part-time, limited term and visiting faculty/librarians in the unit upon the completion of their contracts.

- 44.10 The JRTC shall within sixty (60) days identify the *members* who shall comprise the new establishment fixed by the Board pursuant to the above clauses. It shall make reasoned recommendations on the redeployment of the remaining members in the unit.
- The JRTC shall send its report and recommendations to the Board with a copy to the Association and to the affected members. It shall meet with the members concerned as well as, where appropriate, representatives of other units to which members may be transferred.
- 44.11 In particular the JRTC may recommend in the case of a member who does not comprise the new establishment that:
- a) an offer of transfer be made to a position in another unit or an academic administrative position on the condition that the member possesses the qualifications required for the position;
  - b) an offer of re-training and transfer be made should that person have the required aptitude for such training and a need exists. This option is available only for tenured members.
- 44.12 The Board shall not reject a recommendation of the JRTC without a valid reason based on academic considerations. However, should it happen that the Board finds it necessary to reject a recommendation of the JRTC it shall return the recommendation once to the JRTC for its reconsideration.
- 44.13 The Board shall inform each of the members affected in writing of the reasoned decision in such a case and make the member an offer. A member shall have up to thirty (30) days in which to respond.
- 44.14 when an individual is offered a transfer that person shall retain rank, salary, tenure, years of service towards salaried leave and all other entitlements.
- 44.15 A member who transfers shall have the right to continue research activity provided that the workload arrangements of the new position permit research.
- 44.16 A tenured member who has transferred without retraining shall have the right of first refusal for a vacant position in that person's area of expertise in the former unit.
- 44.17 An untenured member who transfers to another unit shall be eligible for mandatory tenure consideration in accordance with Articles 18 and 19 once the number of years required for

tenure consideration have been served in the new unit. However, early consideration or deferral of consideration for tenure in the new unit may be given as per Articles 18 and 19 if the individual so requests.

44.18 When an offer is for retraining, the offer shall indicate the unit for which the member is to be retrained and the member shall be granted sufficient time to develop a specific proposal for a retraining program in consultation with the appropriate Dean/Director and submit it to the Rector. The Rector shall then make a formal offer of retraining which shall specify the period for which salary be continued. The member's full salary shall be continued for the entire period of retraining. The offer shall remain in effect for one (1) month. Upon successful completion of the retraining program the member shall be transferred to the unit in accordance with the provisions of Article 44.14 and 44.15.

44.19 Should a member not wish to accept an offer of retraining and/or transfer that person may:

a) submit the case to arbitration in order to determine if the refusal is valid. If it is concluded that the refusal is not valid, the member must accept the offer within fifteen (15) days of receiving a copy of the decision or terminate employment with the university.

If it is decided that the refusal is valid, the member maintains employment with the university so long as another offer is not made by the Board. Once another offer is made the same procedure is repeated;

b) opt for early retirement;

c) choose to terminate employment with the university.

44.20 A member who chooses to terminate employment rather than accept an offer pursuant to 44.14 or 44.18 shall continue in the employ of the university for at least twelve (12) months from the date of refusal of the offer and ending on the 31st of May, August, December as the case may be.

In such a case those under sixty (60) years of age shall receive a lump sum payment equivalent to six (6) months of their current base salary plus the equivalent of one (1) month current base salary for every year of service to a maximum of twelve (12) years.

44.21 Those fifty five (55) years of age to fifty nine (59) years of age who exercise the option of early retirement shall receive the lump sum payment provided for in Article 42 - Early Retirement.

- 44.22 Those **sixty (60)** years of age and **over who** opt for early retirement shall receive, **in addition to what is provided in Article 42 - Early Retirement**, a lump sum equivalent to **six (6)** months of the **current** base salary.
- 44.23 For the purpose of this Article **an untenured member who has completed at least ten (10) years of service at the time of the signing of this collective agreement shall have the same options as a tenured member.**

## ARTICLE 45

### FINANCIAL EMERGENCY

45.01 The Board of *Governors* and the Association agree that the first duty of the university is to **ensure** that its academic priorities remain **paramount**, particularly with **regard** to the quality of instruction and **research**, and preservation of academic **freedom**. Any reduction for **budgetary** reasons of **members** on continuing appointments (whether tenured or probationary) or of **members on limited term appointments** (in advance of the normal **expiry** thereof) shall occur only as a last resort during a **state of financial emergency**, that is, **when** substantial and **recurring** financial deficits threaten the survival of the university as a whole. **Such** reductions in **members** shall occur only in extraordinary circumstances, and **then only after** efforts to alleviate the financial crisis by economies in all other **segments** of the budget have been undertaken and **after all reasonable means** of improving the university's revenues have been exhausted.

31  
M

45.02 Members may be laid-off **in accordance** with this Article if a **state of financial emergency** has **been** declared and confirmed pursuant to the **procedures** contained in **this** Article.

Any **such** layoff shall not be treated, described or recorded as a **suspension** or as a dismissal for cause or other disciplinary measure.

45.03 In the event that the **Board of Governors** considers that a financial **emergency exists**, within the meaning of 45.01 and 45.08 (i), it may give **notice** of such belief. **As of the date of such notice** the **procedures** specified in **this** Article shall apply, and no **new** appointments, (excluding the renewal of probationary contracts) may be made to either the academic or administrative staff. **No** merit increments, exceptional awards, or other **discretionary salary increases** shall be made and no sabbatical leaves shall be **granted**.

- 45.04 Within two (2) days of giving notice of its belief that a financial emergency *exists*, the Board of **Governors** shall forward to the Association all financial documentation relevant to the alleged *state* of financial emergency.
- 45.05 Within fifteen (15) days of the notice specified in 45.03 above, the parties shall establish a Financial Commission which will consider the alleged financial emergency and either confirm it or reject it.
- 45.06 **The composition of the Financial Commission shall be as follows: One (1) member shall be named by the Board and one (1) by the Association, and these two (2) members shall jointly select a third member from outside the Concordia University community who shall chair the Commission. If the two (2) designated members cannot agree upon a third member, then the third member shall be selected by lot, from a list jointly agreed upon by the Board and the Association.**
- 45.07 The onus of proof shall be on the Board of Governors to establish to the satisfaction of the Financial Commission that a *state* of financial emergency *exists* within the meaning of 45.08 (i) below.
- 45.08 **The Financial Commission shall invite and consider submissions on the university's financial condition. Inter alia, it shall determine:**
- i) whether the university's financial position (as evidenced from the total **budget** and not just the academic or salary components thereof) constitutes a *bona fide* budgetary crisis such that deficits projected by generally accepted **accounting** principles are **expected** to continue for **more** than three consecutive financial **years**;
  - ii) whether in view of the primacy of academic goals at the university, the reduction of the **bargaining** unit is a reasonable type of cost **saving**;
  - iii) whether all reasonable means of achieving cost **saving** in other *areas* of the university **budget** have been explored and **exhausted**;
  - iv) whether all reasonable **means** of improving the university's revenue position (including borrowing, deficit financing, and **the** disposal of assets not essential to the academic function) have been explored and **exhausted**;
  - v) whether every effort has been made to secure further assistance from all levels of **government**.



The Commission shall have access to any and all data and documents which it deems relevant to its study, and shall have the power to call for submissions from any individuals or groups it chooses. The Association, Senate, the Faculty Councils and Student Associations shall have the right to make written and/or oral representations to the Financial Commission.

- 45.09 The Financial Commission will report to the Board of Governors, with a copy to the Association, within fifty (50) days of its establishment. The report shall immediately be made public. If the Commission finds that a state of financial emergency does not exist, no reductions in the size of the bargaining unit for budgetary reasons may take place. If the Commission finds that a financial emergency does exist, its report shall specify the amount of reduction required, if any, in the total budgetary allocation and including any reduction in the budgetary allocation to salary and benefits for members of the bargaining unit. Any reduction in the budgetary allocation to salary and benefits for the bargaining unit may be made conditional upon further exploration of alternative cost saving measures.
- 45.10 After receipt of the report of the Financial Commission the parties shall meet and confer with respect to its implications.
- 45.11 After submitting its report the Commission shall examine for a further sixty (60) days the following:
- i) whether enrollment projections are consistent with the proposed reduction of the bargaining unit;
  - ii) whether all means of reducing the bargaining unit, including voluntary early retirement, voluntary resignation, and/or voluntary transfer to reduced time status have been exhausted;
  - iii) whether possibilities of redeployment, or retraining for redeployment within the academic unit or in another academic unit or program have been exhausted;
  - iv) reactions to its report from the university community which shall be submitted within thirty (30) days of the publication of the Commission's report;
  - v) whatever other matters it considers relevant.

For the purpose of this Article academic unit shall include: academic departments within Faculties, the Library, Colleges, Institutes, Schools and Centres.

No later than the **end** of this **sixty** (60) **day** period the Commission shall submit to the **Board of Governors**, with a copy to the Association, **and make public, a final report.**

**The Commission shall remain seized of its jurisdiction and shall monitor that its proposed cost saving measures are being carried out.**

45.12 Pursuant to the reports of the Financial Commission, should the financial **emergency** be of such gravity that action **must** include the laying-off of **bargaining unit members**, then the **Board of Governors** may **reduce** the budgetary allocation for salaries and benefits of members, however, **such** reduction shall not exceed the amount of **reduction** specified by the Commission. **An Extraordinary Academic Committee** shall then be established.

**The Extraordinary Academic Committee (EAC) shall be composed of two (2) persons appointed by the Board, two (2) persons elected by members of the Association, and a chair from outside the Concordia University community, jointly selected by the four (4) persons identified above.**

45.13 **The Extraordinary Academic Committee shall, in the light of the Senate's established academic priorities and the report of the Financial Commission, first determine the reduction required in the budgetary allocation for salaries and benefits of members of the bargaining unit for each Faculty and for the Library.**

**The percentage reduction in the budgetary allocation for salaries and benefit of members in each Faculty and in the Library shall not be more than 1.35 (one and thirty-five hundredths) times the percentage reduction of the total bargaining unit salary and benefits budgetary allocation. For the purpose of this provision, the following vacant positions will be treated as though they were occupied by persons whose salaries are as stated below:**

- i) **tenure-track positions which were duly authorized at least twelve (12) months prior to the date specified in 45.03 (and were subsequently advertised). The salary for each position shall be calculated as the floor salary of the rank authorized for the position;**
- ii) **positions of probationary or tenured members who terminate their employment with the university within twelve (12) months before the date specified in 45.03, provided the continuation of such positions has been duly authorized prior to the date specified in 45.03,**

for bona fide reasons related to program needs and student enrollment patterns. The salary for each such position shall be calculated as the floor salary of the rank authorized for the position.

It is the responsibility of the Employer to establish to the satisfaction of the EAC that all such vacant positions satisfy the conditions of (i) or (ii) above.

- 45.14
- i) The Extraordinary Academic Committee shall inform the members of each Faculty and the Library of the reductions required in each Faculty and the Library.
  - ii) Within the fifteen (15) days following receipt of this information those members who are fifty-five (55) years of age and over, and who exercise the option of early retirement at this stage, shall receive the lump sum payment provided for in Article 42 plus an additional payment equivalent to six (6) months of the current base salary.
  - iii) within each Faculty the Dean shall convene a committee of all Department chairs. In the case of the Library, the Director shall convene a committee of Area Heads, Department Heads and Unit Heads. These committees shall have twenty-five (25) days from the receipt of the information from the EAC to propose a plan for reducing the budgetary allocation for that area to the amount determined by the Extraordinary Academic Committee without requiring lay-off and/or compulsory early retirement of members. This plan shall be submitted to the probationary and tenured members of the area for approval by secret ballot vote within five (5) days. If the plan is approved by a two-thirds majority, it shall be binding on the EAC.
- 45.15
- If no approved plan as per 45.14 is provided to achieve the required reduction in the ongoing budgetary allocation, the Extraordinary Academic Committee shall develop such a plan using the following procedures:
- i) the total amount of the reduction shall be apportioned on an equal basis in each unit, and shall be determined as an equal percentage of the portion of the unit budget allocated to salaries and benefits of members of the bargaining unit;
  - ii) the reduction shall be achieved by applying, in order, the steps listed in 45.16.

45.16 The Extraordinary Academic Committee shall make recommendations based on applying to each unit in order, the following steps:

- i) the eligibility requirement of ten (10) years service for early retirement and pension (Article 42.02) shall be waived and members fifty-five (55) and over shall be invited to take early retirement. For the duration of the financial emergency the lump-sum payments described in Article 42.04 shall be paid;
- ii) no limited term appointments shall be made or renewed for the following academic year;
- iii) no probationary appointments shall be made or renewed for the following academic year;
- iv) untenured members shall be laid off in reverse order of seniority as determined by the date at which the current period of full-time service at Concordia or at one of its founding institutions began;
- v) tenured members shall be laid off in reverse order of seniority as determined by the date at which the current period of full-time service at Concordia or at one of its founding institutions began.

*2/2*

45.17 Within sixty (60) days of its establishment the Extraordinary Academic Committee shall submit its decisions to the Board of Governors with a copy to the Association. Copies of the recommendation for each unit will be sent to the appropriate Director.

45.18 The Rector shall write to each member selected for lay-off, specifying that the lay-off is solely for reasons of financial emergency pursuant to the provisions of this Article.

45.19 Notice of lay-off shall be given as far in advance as possible but shall not be less than twelve (12) months. Lay-offs shall take effect on June 1, September 1 or January 1.

45.20 Tenured members who are laid off shall be eligible for a payment equivalent to a maximum of six (6) their current base salary plus the equivalent of one (1) month current base salary for every year of service to a maximum of twelve (12) years. This amount shall be paid at the time the lay off takes effect if it does not exceed twelve (12) months salary; otherwise, an amount equivalent to twelve (12) months salary shall be paid at

*30/1*  
*31/M*  
*4.3*

*26 WKS*  
*52 WKS*  
*33/78*

the time the lay off takes effect. The balance remaining shall be paid at the end of the first year of lay-off provided the member has not been recalled or obtained equivalent employment.

- ii) **Any** courses which are not assigned to those faculty members who are not laid off shall be offered, in the first instance, to tenured members who are laid off, at the prevailing part-time rate, without jeopardy to the terms of lay off and recall. Such **teaching** shall be offered in a fair and equitable **manner** taking into account the member's qualifications. Laid off tenured librarian members shall have a similar entitlement, on a part-time basis, to **those** professional duties and responsibilities which are **not** assigned to continuing members.

- 27  
D  
45.21 Laid off tenured members shall have the right of first refusal, in seniority **order**, for **reappointment** to a position in their former academic unit if it is re-established within five years unless the Employer can demonstrate that the position **not** be filled in this way.

Furthermore, laid off tenured members **must** be considered for recall to positions in *other* units for **which** they are qualified once all *the* tenured members of these other units have been recalled, **unless** the **Employer can** demonstrate that the position cannot be filled in this way. A notice of available positions shall be sent to those eligible for recall and the member **must** apply in order to be considered for the position.

- 45.22 Members recalled pursuant to 45.21 shall have **twenty (20)** days from receipt to accept the recall offer and up to a further **twelve (12) months** to take up the post.

Members are **responsible** for keeping the university informed of their current address.

- 45.23 Members **who** are laid off shall normally enjoy full access to scholarly facilities, including office and laboratory space, and library and computer services until equivalent alternative employment is secured or their recall rights **expire**, whichever first **occurs**. They shall remain eligible for tuition waivers under this agreement for the **same** period.

- 45.24 The costs of the Financial Commission and the Extraordinary Academic Committee established under this Article shall be borne by the Board.

- 45.25 **The** right to grieve on this Article does not include the right to challenge the validity of the financial emergency.

- 45.26 For the purpose of this Article an untenured member who has completed at least ten (10) years of service at the time this collective agreement takes effect shall have the same options as a tenured member.
- 45.27 A member who is recalled may, at his or her option, make retroactive payments into the pension plan for all or part of the time of the lay off, and the Employer shall make matching contributions according to the terms of the pension plan as if the member had been on leave of absence without salary.\*

\* It is understood that the exercise of this clause depends on its compatibility with the university pension plan and government regulations in such matters.

## ARTICLE 46

### NOTICE OF TEMPORARY CLOSURE

- 46.01 For the purpose of this Article, temporary closure is defined as any closure of the university by the Employer as a result of a dispute between the Employer and other bargaining units or other associations of employees.
- 46.02 The Rector shall give the Association as much advance notice as possible concerning a temporary closure of the university.
- 46.03 Temporary closure shall not affect in any way the employment relationship between members and the Employer. In particular salary and benefits shall be continued when members are willing and available to continue to fulfill their duties and responsibilities, as per Articles 16 and 17, following upon the responsibility of the Employer to ensure the possibility of such fulfillment.
- 46.04 In the event of a temporary closure, members whose ongoing research requires access to university facilities in order to prevent irreparable damage to research shall be allowed access to facilities usually associated with such research. Such members shall indicate their access requirements to their Dean/Director and the Association as soon as a declaration of temporary closure is made.
- 46.05 In the event of temporary closure, proper care shall be taken of research plants and animals by the application, mutatis mutandis, of Article 47.02.
- 46.06 In the event of temporary closure of the university the Employer shall not impede access to CUFA offices.

**ARTICLE 47**

**STRIKES AND LOCK-OUTS**

- 47.01 a) In accordance with the provisions of the Labor Code there shall be no strikes by members or lock-outs of members by the University during the currency of this agreement.
- b) In the event of a strike or lock-out, members whose ongoing research requires access to university facilities in order to prevent irreparable damage to research, shall be allowed access to the facilities usually associated with such research. Such members shall indicate to their Dean/Director and the Association in advance of any strike or lockout their access requirements.
- c) The parties agree that proper care\* of all research plants/animals\*\* shall be maintained by the members of the bargaining unit in the event of a strike or lock-out in the course of this agreement or its continuance.
- 47.02 In the event of a strike or lock-out, the parties agree that the University Animal Care Committee shall identify the individuals whose access to university premises shall be guaranteed by both parties to provide continuous proper care of the plants and animals.
- 47.03 In the event of a strike or lock-out, the Employer agrees that members will continue to have access to any research funds it administers on behalf of external agencies.

---

\* 'Proper care' implies provision of appropriate temperature, humidity, light cycles, ventilation, food, water and cleaning as well as exercise and nursing care where appropriate.

\*\* 'Research plant/animal' means any live non-human organisms utilized in research, teaching and testing.

**ARTICLE 48**

**ACADEMIC UNIT HEADS**

- 48.01 Members **who are** appointed as Department Chairs shall be paid an administrative stipend of \$3,500 or \$4,500 per annum for **the** duration of the appointment.
- 48.02 In addition, such members shall **have** their **teaching** assignments adjusted in **recognition** of the heavy administrative load **they** bear **during** their term(s) as Department Chairs.
- 48.03 The selection **process** **for** Department Chairs shall include input from the members of the Department.
- 48.04 In the academic year **following** the completion of **members'** appointments as Department chairs, and in recognition of **the** heavy administrative load **borne by** members **during their** term(s) as Department Chairs, the Dean shall take into account the need to facilitate **their** reintegration into a normal pattern of duties and **responsibilities**. For a **member who** has completed **one term** as Department **Chair**, the Dean shall determine the **teaching** duties as of **the** last year before **the member became chair**, and then reduce this assignment for **the** first academic term **following the** completion of **the** administrative appointment. For members **who** have so **served** for two or more terms, **the** reduction will be for **the** first full academic year.
- 48.05 The provisions of this Article shall apply, as appropriate, to other academic Unit heads (such as Principals of Colleges) in **the bargaining** unit.



## ARTICLE 49

### MISCELLANEOUS

- 49.01 The Employer alone, **through** the Board of Governors, is empowered to authorize use of its **name**.
- 49.02 Agreements entered into with outside bodies to obtain grants or **contracts** to support research shall **not** engage the university **unless** the Employer expressly signifies its agreement.
- 49.03 Members may **not** use university services, personnel, equipment or offices for activities of a **personal** nature unrelated to their professional activities without university authorization.
- 49.04 The Rector may, in an **emergency**, where there is a clear and present **danger** to the member or the university, relieve a member of his or her duties for a stated period. The Rector shall **immediately** inform the member **and** the Association, by certified mail, that **such** an action has taken place, and the reasons thereof. Salary and **other** benefits shall continue throughout this period.
- 49.05 The Employer shall reimburse members for authorized out-of-pocket travel expenses incurred **when** they are **required** by the Dean/Director to travel on official university **business**.
- 49.06 The Employer shall **ensure** the occupational health and safety of all members in **conformity** with Bill 17 and in accordance with other legislation **governing** such matters.
- 49.07 Members **who** are appointed as Supervisory Librarians shall be paid an administrative **stipend** of \$3500 annually for the duration of the appointment.
- 49.08 **Members** shall continue to be represented, as they were before **this** agreement **came** into effect, on the advisory search committees for the academic administrative positions of **Dean**, Director of Libraries, **Vice-Rector** and Rector. Before an election for such a **committee occurs** a schedule of the meeting **dates** and times shall be published. **The** advisory search committee shall **ensure** that the vacant position is appropriately publicized in **order** to solicit **candidates**. All **reports** and **recommendations** of advisory search committees shall be formally submitted in **writing** to the **Board** of Governors.

- 49.09 The parties agree that librarian members shall continue to serve on those advisory search committees established for library administrators; such members shall be elected by and from librarian members.
- 49.10 The Dean/Director shall, by September 1, provide each member with a list of all pertinent deadlines and dates that refer to personnel matters.
- 49.11 Contents of dossiers submitted for evaluation purposes that are not entered into the personnel file shall either be delivered to the member at the conclusion of the exercise, or the member will be notified that the dossier can be collected at the appropriate Dean/Director's office.

## ARTICLE 50

### NEGOTIATION PROCEDURES

- 50.01 Either party desiring to propose changes to this agreement shall, between the period of sixty (60) and one hundred and eighty (180) days prior to the expiring of this agreement, give notice in writing to the other party of its desire to negotiate the renewal of this agreement. Within twenty (20) working days of receipt of such notice, the parties shall begin negotiations for a new agreement.
- 50.02 The parties shall notify each other in writing of the names of their negotiating committee members, and only negotiating committee members shall be recognized by the parties.

## ARTICLE 51

### AMENDMENTS TO THE ACT OF INCORPORATION

- 51.01 The Board of Governors shall consult the Association before making any decision to request an amendment or amendments to the Act of Incorporation of Concordia University.
- 51.02 The consultation mechanism will involve the setting up of a joint committee of no more than four (4) members, with equal representation from both parties.
- 51.03 This committee shall receive documentation relevant to the proposed change and shall have time to study such documentation, formulate its recommendation and make its recommendation known to the Board.

**ARTICLE 52**

**COPIES OF THE AGREEMENT**

- 52.01 The Employer and the Association shall co-operate in preparing and printing the agreement, together with an appropriate translation, after ratification of the agreement.
- 52.02 The Employer shall prepare the master copy for printing, and assume the total cost of production and printing.
- 52.03 The Employer shall provide each member of the bargaining unit with a copy of this agreement, including such appendices as the parties agree should be distributed, and further, provide the Association with an additional ninety (90) copies for its own use.
- 52.04 At the time of hiring or shortly thereafter, the Employer shall provide each *RAW* member with a copy of the agreement.



**ARTICLE 53**

**DURATION AND RETROACTIVITY**


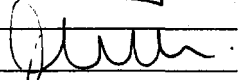
53.01 Once signed by the authorized representatives of the parties, the present agreement shall be in effect until May 31, 1992.

It goes into effect on the date of signature and shall have no retroactive effect unless explicitly provided.


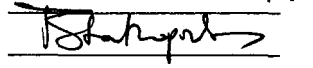
None the less, appointment, reappointment, promotion tenure and appeal procedures officially undertaken prior to the signing of the present collective agreement shall be governed by the provisions of the collective agreement in effect at the time they were undertaken.

The present agreement remains in effect for the whole time period of negotiations for its renewal, until a *new* collective agreement comes into effect in accordance with the Labour code and subject to the rights of the parties under said Code.

IN WITNESS WHEREOF the parties have signed in the City of Montreal this 13<sup>th</sup> day of February - 1991

  
\_\_\_\_\_  
  
\_\_\_\_\_

**University  
Employer**

  
\_\_\_\_\_  
  
\_\_\_\_\_

**Concordia University  
Faculty Association**

149

**MEMORANDUM OF AGREEMENT**

The Employer and the Association agree that the following persons shall be eligible for limited term appointment under the terms of Articles 12.04 k) i), ii) and iii) :

FINE ARTS

Judith Garfin

ENGINEERING AND COMPUTER SCIENCE

Corinne Jette  
Bernice Goldsmith

SCIENCE

Gilbert Mongenot  
John Miller  
Lucy Lequin  
John Udy  
Sheila Arnopoulos  
Jim Jans  
Gail Scott

COMMERCE

Gail Fayerman  
George Lowenfeld  
Eleanor Moss-Werbin  
Sandra Robinson  
Alex Vasil  
Boris Baran  
Cory Boon  
Geraldine Korda  
Kenneth Mackenzie  
Harold Simpkins  
Arshad Ahmad  
Paul Leventhal  
Jay Mannadiar  
Pierre Sevigny  
Rosalind Knitter  
Tina Petrushka-Bordan  
Freda Rashkovan  
Nairn Scott-Friemann  
Barbara Shapiro  
Marjorie Sharp

Members who believe that they should be included on this list have thirty (30) days from the signing of this contract to present their case to the Vice-Rector, Institutional Relations and Finance and the President of CUFA for adjudication.